Audit and Finance Committee

Wednesday, April 19, 2023 2:00 PM

UMC Trauma Building - Providence Suite 5th Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
April 19, 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 March 22, 2023. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

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

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

6. Receive Quarter Three status update on the Audit and Finance Organizational Goals for FY23; and direct staff accordingly. *(For possible action)*

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)*

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)*

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)*

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)*

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)*

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)*

13. Review and recommend for approval by the Governing Board the Professional Services Agreement with 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)*

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)*

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)*

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)*

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)*

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)*

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)*

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; or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

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)*

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
March 22, 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 2:02 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

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

Absent:
Harry Hagerty (excused)

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Rose Coker, Director of Managed Care
Christopher Jones, Executive Director of Support Services
Doug Metzger, Controller
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 February 15, 2023. *(For possible action)*

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2. BUSINESS ITEMS

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

DOCUMENTS SUBMITTED:
- February FY23 Financials

DISCUSSION:

Jennifer Wakem, Chief Financial Officer presented the financials for the month of February.

Admissions were on budget and AADC was 12% above budget.
Length of stay continues to be a challenge, but decreased slightly.
Hospital acuity was 1.81 and Medicare CMI was 1.91.
Inpatient surgeries were 3.4% below budget and outpatient surgeries were less than 5% below budget. There were 11 transplants in the month. Moving forward the team will add pancreas transplant statistics. ER visits were on budget, at 8,662. Approximately 21% of patients were admitted.

Quick cares were about 12% below budget; Peccole, Nellis and Rancho were the key drivers. Primary cares were above budget 26.94%.
There were 474 telehealth visits for the month and the Ortho Clinic saw 1,234 visits. Deliveries were on budget.

The trended stats were compared to FY19; admissions were at 1,842 but not as high as FY19, which was 2,004. AADC was high. LOS was 6.97. Hospital acuity was consistent with 2019 statistics, but Medicare CMI showed a significant drop. There were 725 inpatient surgeries and outpatient surgeries continue to show an increase over prior months. Transplants are strong and ED to admit was running 21.6%. Primary care is doing really well and telehealth is strong. Mr. Marinello added that a new specialty transplant surgeon has been added.

Inpatient payor mix showed a drop in commercial but there was an increase in Medicare by 2.5%. The ED payor mix showed Medicaid up 1%, self-pay dropped 1.6%, and Medicare increased 1%.

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Payor mix by inpatient surgical cases was consistent with the 12-month average. The outpatient surgical cases showed a drop in commercial by 5.7%, but government increased by 1.2% and Medicare was up 5.3%

The income statement for February showed net patient revenue was strong, almost $7.1 million above budget. Other revenue was $700K over budget. Overall net revenue was $7.8 million above budget and other operating expenses were only 6.5% above budget. Income from ops plus depreciation and amortization was $5.6 million on a budget of $4.3 million.

The income statement year to date showed positive operating income of $23.3 million above budget, operating expenses were $29. 2 million above budget. Income from ops plus depreciation and amortization was approximately $20 million, on a budget of $25.6 million, or $5.7 million below budget. The trended income statement was shown as informational.

SWB for February was $7.4 million above budget. Ms. Wakem reminded the committee of the changes in the Anesthesia and Ortho employment models, which were not built into the FY23 budget. Contract labor was significantly above budget, due to contract labor for anesthesiologists. SWB per FTE were also up.

SWB trended shows overtime going in the right direction. Keeps going down. Overtime as a percent of productive is 3%.

Total of all other expenses was $900K favorable. Professional fees were down, purchased services was over due to IT related expenses and utilities are up because of gas rates. There was a brief discussion regarding the cost of the gas rates.

Key indicators were in the green in profitability. Labor, liquidity and cash collection was in the red. Days cash on hand is just over 2 months; some supplemental payments were received in the month, however a significant amount remains outstanding. Candidate for billing was at 4.4 days. The cash collection goal was green.

The cash flow statement showed cash received from patients and payors was almost $65 million. There was $20.2 million received in supplemental payments. The balance sheet was briefly reviewed. A lengthy discussion ensued regarding the improvements in cardiology, the Cath lab and other initiatives.

FINAL ACTION TAKEN:

None taken.

Item No. 5 **Receive and recommend for acceptance by the Governing Board the Single Audit from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada and direct staff accordingly. *(For possible action)***

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DOCUMENTS SUBMITTED:
- None

DISCUSSION:

Ms. Wakem updated the on the BDO Single Audit, which is required by any facility receiving federal awards over $750K. The single audit has been completed and there were no exceptions and no control deficiencies to report.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to make a recommendation to the Governing Board to accept the BDO Basic Financial and Single Audit Information Statements as presented. Motion carried by unanimous vote.

ITEM NO. 6 Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- None

DISCUSSION:

Ms. Wakem reminded the Committee that the COVID-19 health emergency expires May 11th.

An application was submitted to CMS to get additional GME residency slots. Last year we received 2.5 additional slots and we are striving to receive more.

The Peterson Milbank Program for Sustainable Healthcare Costs, which was previously supported, is not being pursued by the current Governor.

FINAL ACTION TAKEN:
None taken

ITEM NO. 7 Review and recommend for approval by the Governing Board the Marketplace Product Amendment to Hospital Services Agreement with Molina Healthcare of Nevada, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Marketplace Product Amendment - Redacted
- Disclosure of Ownership

DISCUSSION:

This the new Medicaid MCO provider in the state. This amendment is for the hospital services contract for UMC to participate in the 2024 exchange and it updates the hospital service agreement. This is the commercial plan.

FINAL ACTION TAKEN:

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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. 8 Review and recommend for approval by the Governing Board the Marketplace Product Amendment to Provider Services Agreement with Molina Healthcare of Nevada, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Marketplace Product 2nd Amendment - Redacted
- Disclosure of Ownership

DISCUSSION:

This Amendment requests to participate in the Health Insurance Marketplace Product when it becomes operational for Molina, which is January 1, 2024, and update the compensation schedule for the Provider Services Agreement with Ortho and Anesthesia.

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 Provider Agreement with Alignment Healthcare Nevada, LLC for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Provider Agreement
- Disclosure of Ownership

DISCUSSION:

This agreement will provide its Medicare Advantage members healthcare access to UMC's specialist physician services, which includes primary care, urgent care, orthopedic and anesthesia.

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. 10 Review and recommend for approval by the Governing Board the Individual / Group Provider Service Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. for

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managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Provider Service Agreement
- Agreement – Terms and Conditions

DISCUSSION:

This commercial plan agreement is to provide its members healthcare access to UMC's services. This will add Orthopedic and Anesthesia specialties to the membership.

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 Medicaid / Nevada Check-up Consulting Provider Agreement with Health Plan of Nevada, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Consulting Provider Agreement
- Disclosure of Ownership

DISCUSSION:

This is the Medicaid plan which will provide its members healthcare access to UMC's Specialty Clinic for Anesthesia and Orthopedic Services.

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 ratification by the Governing Board the Amendment Number Three to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, LLC for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment 3 – Redacted
- Disclosure of Ownership

DISCUSSION:

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This amendment will add Medicare Advantage Health Plans and update the fee schedule to include Anesthesia services.

FINAL ACTION TAKEN:

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

ITEM NO. 13 Review and recommend for approval by the Governing Board the Amendment to the Client Service Agreement with DASpecialists, LLC for registry abstraction services; authorize the Chief Executive Officer to execute amendments or renewal options within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Client Service Agreement – Amendment 1
- Disclosure of Ownership

DISCUSSION:

This is an amendment for additional funding and abstraction service with the vendor through the end of the agreement term of 2027.

Chair Caspersen asked if it is unusual that there is a big increase at the end of the agreement or was there an underestimation in service needs. Ms. Allen responded that the increase was due to the unforeseen need of additional services.

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. 14 Review and recommend for approval by the Governing Board the Amendment Three to Agreement for Locum Tenens Coverage with Staff Care, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Locum Tenens Coverage – Amendment 3

DISCUSSION:

This amendment will extend the agreement term for one year and add supplementary funding to the agreement during the extension period.

FINAL ACTION TAKEN:

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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 ratification by the Governing Board the Amendment One to Amended and Restated Professional Services Agreement with Duke Forage Anson Neurosurgical, LLP for Neurological Surgery and Neurological Spine Surgery On-Call Coverage; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amended and Restated Professional Service Agreement – Amendment 1

DISCUSSION:

This amendment will extend the agreement and increase the compensation for neurological surgery on-call services. This increase is within fair market value.

Mr. Van Houweling added that this agreement covers pediatric and adult patients

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 approval by the Governing Board the Third Amendment to Provider Agreement with Specialized Delivery Services, Inc. for Courier Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Provider Agreement

DISCUSSION:

This amendment requests to increase the funding under the agreement to support the new ambulatory locations and increased pickup times for courier services, though the end of the contract term.

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. 17 Review and recommend for approval by the Governing Board the Agreement with Transplant Coordinators of America, Inc. for Transplant Services; or take action as deemed appropriate. *(For possible action)*

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DOCUMENTS SUBMITTED:
- Agreement for Transplant Services

DISCUSSION:

This request is to enter into a new agreement for transplant services. The vendor will perform effective screenings and evaluations on electronic offers received from UNOS Donor Network to determine if the organs meet the organ quality criteria. They will also notify and provide proper presentation and transportation to UMC on offers that meet the organ quality criteria. This is as one-year term with 4 one-year options for renewal.

Mr. Van Houweling explained the process of the service. Currently, UMC staff does the screenings. This group will assist with after-hour volumes of screening calls and coordination. He added that this will be a cost savings.

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. 18 Review and recommend for approval by the Governing Board the Agreement with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas and UNLV Medicine d/b/a UNLV Health for EMR system access; authorize the Chief Executive Officer to execute any extension options and amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- EMR System Access Agreement

DISCUSSION:

This request is to enter into a new agreement with UNLV for their continued EMR system access where UMC will provide Epic access and use, third party software use as applicable to UNLV, consulting and training services as contracted by both parties. This agreement will reset the fee schedule for usage of the Epic system.

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. 19 Review and recommend for approval by the Governing Board the Project Statement of Work with Iron Mountain Information Management, LLC for the filing sorting and destruction project; or take action as deemed appropriate. *(For possible action)*

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DOCUMENTS SUBMITTED:
- Statement of Work – Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This agreement will allow the vendor to sort and organize documents for retention and destruction eligibility. This is a 5-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. 20 Review and recommend for approval by the Governing Board the Second Amendment to Equipment Placement Services Agreement with SmallGuy, LLC dba Integrated Telehealth Solutions for TeleVisitor™ hardware and TeleTether™ software solutions; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Service Agreement – Amendment 2
- Disclosure of Ownership

DISCUSSION:

This second amendment is a request to increase funding under the agreement to support equipment installation of security cameras and DVR's for constant monitoring in patient care areas, including the Pyxis Stations.

Mr. Marinello added that this service assists with low risk fall patients and it allows patient sitters to be used for other high risk patients.

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. 21 Review and recommend for approval by the Governing Board the Professional Service Agreement with Steris Corporation for architectural design services; authorize the Chief Executive Officer to exercise any future amendments within his delegated authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Design Agreement

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- Disclosure of Ownership

DISCUSSION:

This agreement is for Steris to provide the architectural designs for the OR Room Refresh building project.

Member Palenik asked how much square footage is included and the complexity for the project. Mr. Marinello was going to get this information for her.

There was continued discussion regarding HPG pricing factors and ensuring the best price is being received, as well as other project details.

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. 22 Review and recommend for approval by the Governing Board the Amendment Two to Agreement for Exterior Signage Products with INNERFACE Architectural Signage, Inc. for UMC Main Campus exterior signage services; authorize the Chief Executive Officer to exercise any extension options and execute future amendments within the not-to-exceed amount of this Project; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Agreement for Exterior Signage – Amendment 2

DISCUSSION:

This amendment is for the vendor to provide additional signage services through the façade project.

Chair Caspersen requests that moving forward, any agreements that are related to the façade be highlighted as designated for the façade project.

Member Palenik commented that this contract seems to have been missed in the original Façade project package.

Chair Caspersen agreed that this was not included in the original bucket and suggested that staff provide quarterly updates on the progress of the project.

Mr. Van Houweling added that he will have Shana Tello reach out to Member Palenik, as well as having the internal auditor provide quarterly updates as well. There was continued discussion regarding receiving regular updates.

FINAL ACTION TAKEN:

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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. 23 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Bid No. 2022-15, Central Plant Infrastructure, to Monument Construction, the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Bid Form
- Notice of Award
- Disclosure of Ownership

DISCUSSION:

A bid was published for installation of central plant infrastructure equipment to include chillers, boilers, as well as replace end of life equipment with new equipment. Only 2 responses were received and Monument Construction was the lowest responsive bidder for this capital project.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Board of Hospital Trustees to approve the award of bid. Motion carried by unanimous vote.

Member Palenik commented that Clark County has a moratorium on new evaporative equipment because of the water usage and suggested that staff look at the usefulness of end of life items, instead of just replacing them before their expiration dates and could items be backdated if the moratorium is extended. Staff responded that they will do their due diligence. The discussion continued regarding the efficiency of new equipment.

Mr. Marinello added a follow-up comment on the square footage of the OR rooms, which would be approximately 25K sf. This includes the Endo rooms and 3 trauma rooms.

ITEM NO. 24 Review and receive feedback on the tentative FY 2024 Preliminary Operating Budget to be considered by Clark County and discuss any changes; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- FY2024 Preliminary Budget

DISCUSSION:

Ms. Wakem provided a timeline of the budget. This will be the first review. Next month the committee will receive the budget back for final approval and

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then it will go to the Governing Board for approval, and then it will go to the County next.

Chair Caspersen asked that the discussion begin with an overview of the process in creating the budget and how it is different from last year.

Ms. Wakem responded that the process was very similar to last year, with maybe changes to the strategic initiatives. Run rate for July – January was used and we built in the CDM rate increases, current payor mix and there were deliberate changes to the Ortho employment model and new strategic initiatives were established. The same IT system, Axiom, is being used.

Next was a review of the slides and a high level overview of the strategic initiatives.

For FY 23, it is projected that we will meet budget. Income from ops is expected to be $2.7 million better than budget. The key changes include the income statement without the major initiatives that were implemented in FY23, which included changes the switch to employment models for Ortho and Anesthesia and change to the supplemental payment program.

The key assumptions slide showed the process that was followed for the FY2024 budget, consistent with prior years. Run rate was used to determine the key assumptions. Other expense trends, which are expected to continue, were factored in. Ms. Wakem added that director feedback was also solicited.

Operational high impact strategies discussed included Length of Stay Management, Expense Management/Efficiencies, Revenue Enhancement and Focus on Forward Four. Significant volume increases were built into the budget. Length of stay management is key; a 2% decrease in LOS is anticipated. Strategies and action plans were discussed for these high impact items.

Member Ellis asked if hospitalists coverage is contracted and how is it possible for them to provide 24/7 coverage. Mr. Marinello responded that the contracted hospitalist currently used provides 24/7 coverage. There was continued discussion on this topic.

Mr. Marinello next reviewed the strategic service lines for FY24: Ambulatory, Cardiac Services, Orthopedics and then All Other Surgeries. Action items related to each of these items were discussed. In ambulatory, the goal is to expand our footprint and the goal is to get the continuity clinic up and running by July 1st.

The forward four initiatives and total impact of the forward four were discussed in detail and Chair Caspersen noted that these are incremental to the run rate and they do not stand alone. These are feeder items that roll up into the run rate.

The Committee reviewed the FY24 Budget Income Statement Summary:

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Member Ellis said it looks ok and there is a bit of a stretch and there might be a little work to get to the bottom line, but it's reasonable.

Member Palenik said it looks good and the team has done a really good job with it.

Ms. Wakem added that the union agreement contact requires UMC to pay a retention bonus, which is built into the budget. Normalization for Ortho and Anesthesia may be necessary in SWB.

The team will review the budget prior to the next meeting and there may be modifications to the budgeted AADC and labor statistics.

Chair Caspersen encouraged the Committee to let Ms. Wakem know if they had any questions or if there were any changes needed. She also requested that the Committee be given sufficient time to review the proposed budget prior to the next meeting and that any changes to the initial draft are highlighted.

There was brief discussion on the capital plan and Chair Caspersen stated it would be helpful to know what the capital total amount of $72.2 million means and the Committee agreed that the arrows on the slides would be removed for FY24, as they are confusing.

FINAL ACTION TAKEN:
None

SECTION 3: EMERGING ISSUES

ITEM NO. 25 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)*

Member Palenik commented that there should be education on Candida Auris. This would be a good education item for the Governing Board. Audit and Finance could discuss the financial impacts.

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: None
SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 4:17 pm., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

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

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

FISCAL IMPACT:

None

BACKGROUND:

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

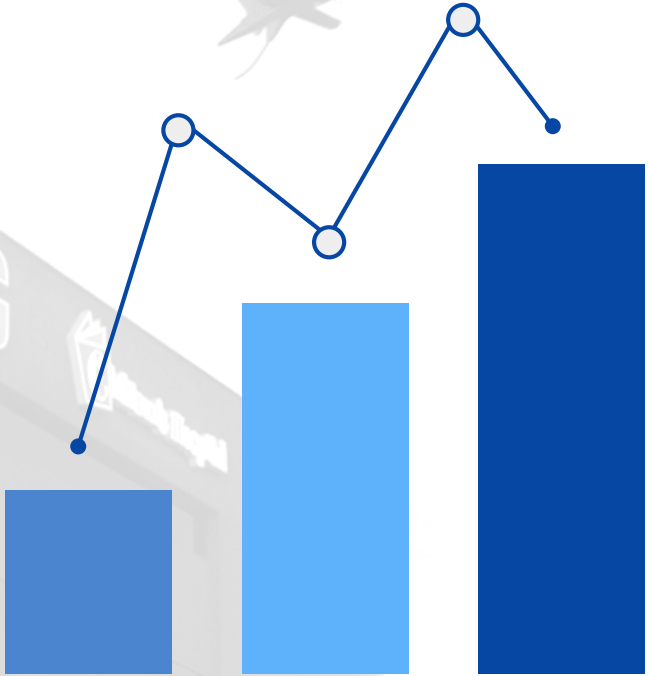
Cleared for Agenda
April 19, 2023

Agenda Item #

4

March 2023 Financials

AFC Meeting



KEY INDICATORS-MAR

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,933	18,042	16.02%	20,666	267	1.29%
Total Admissions	2,008	2,178	(7.80%)	1,791	217	12.12%
Observation Cases	602	1,234	(51.22%)	1,234	(632)	(51.22%)
AADC	675	582	16.02%	667	9	1.29%
ALOS (Admits)	7.11	5.31	34.01%	7.33	(0.22)	(3.00%)
ALOS (Obs)	1.01	1.51	(33.03%)	1.51	(0.50)	(33.03%)
Hospital CMI	1.90	1.89	0.13%	1.97	(0.07)	(3.49%)
Medicare CMI	1.97	1.92	2.58%	2.01	(0.04)	(2.04%)
IP Surgery Cases	836	800	4.51%	913	(77)	(8.43%)
OP Surgery Cases	471	506	(6.91%)	621	(150)	(24.15%)
Transplants	16	15	6.67%	15	1	6.67%
Total ER Visits	9,721	9,805	(0.85%)	9,764	(43)	(0.44%)
ED to Admission	11.53%	-	-	7.88%	3.66%	-
ED to Observation	9.49%	-	-	13.61%	(4.12%)	-
ED to Adm/Obs	21.03%	-	-	21.49%	(0.46%)	-
Quick Cares	18,646	19,053	(2.14%)	16,330	2,316	14.18%
Primary Care	6,458	5,563	16.10%	6,935	(477)	(6.88%)
UMC Telehealth - QC	542	215	152.09%	53	489	922.64%
OP Ortho Clinic	1,722	-	100.00%	-	1,722	100.00%
Deliveries	120	114	4.87%	104	16	15.38%

TRENDING STATS

	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Mar- 19	Var
APDs	20,666	19,556	20,454	20,212	20,535	21,128	19,865	20,116	19,867	20,965	20,213	19,156	20,933	16,180	4,753
Total Admissions	1,791	1,850	1,927	1,827	1,892	1,914	1,864	1,997	1,974	2,006	1,999	1,842	2,008	2,131	(123)
Observation Cases	1,234	904	937	978	901	956	839	920	806	763	804	677	602	1,514	(912)
AADC	667	652	660	674	662	682	662	649	662	676	652	684	675	522	153
ALOS (Adm)	7.33	7.17	6.25	7.08	6.54	7.05	7.70	7.10	6.41	7.33	7.12	6.97	7.11	5.21	1.90
ALOS (Obs)	1.51	1.29	1.02	1.06	1.19	1.13	1.08	1.03	1.02	0.93	0.97	0.99	1.01	1.29	(0.29)
Hospital CMI	1.97	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	0.06
Medicare CMI	2.01	2.08	1.99	1.81	2.00	1.97	2.18	1.82	1.94	1.88	1.89	1.91	1.97	2.24	(0.27)
IP Surgery Cases	913	777	844	788	869	811	786	800	717	742	742	745	836	854	(18)
OP Surgery Cases	621	448	495	523	433	524	426	383	351	368	376	386	471	501	(30)
Transplants	15	13	14	8	16	12	12	11	11	8	16	11	16	3	13
Total ER Visits	9,764	9,432	9,898	9,091	8,994	9,728	9,183	9,844	9,875	9,764	8,991	8,662	9,721	10,308	(587)
ED to Admission	7.88%	10.61%	10.03%	9.94%	11.34%	10.27%	11.29%	11.01%	11.06%	11.61%	11.36%	11.49%	11.53%	8.42%	3.11%
ED to Observation	13.61%	10.28%	10.65%	12.00%	11.52%	11.14%	10.52%	10.66%	9.05%	9.35%	11.10%	10.14%	9.49%	15.84%	(6.34%)
ED to Adm/Obs	21.49%	20.90%	20.68%	21.94%	22.86%	21.41%	21.81%	21.67%	20.11%	20.96%	22.46%	21.62%	21.03%	24.26%	(3.23%)
Quick Care	16,330	16,025	17,060	15,800	14,601	17,119	15,811	16,971	20,344	20,786	18,744	17,859	18,646	19,279	(633)
Primary Care	6,935	5,888	5,795	5,841	5,724	6,942	6,780	6,670	6,407	5,740	6,842	6,589	6,458	5,987	471
UMC Telehealth - QC	-	-	-	-	451	335	313	450	667	729	526	474	542	-	542
OP Ortho Clinic	-	-	-	-	-	-	-	-	665	658	1,431	1,234	1,722	-	1,722
Deliveries	104	108	94	113	121	129	129	133	142	137	137	116	120	128	(8)

Payor Mix Trend

IP- Payor Mix 12 Mo Mar- 23

Fin Class	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	12-Mo Avg	Mar to Avg Var
Commercial	16.34%	18.01%	17.55%	17.37%	17.08%	18.65%	17.25%	17.86%	16.03%	15.28%	16.69%	15.57%	18.38%	16.97%	1.41%
Government	4.37%	4.37%	5.30%	3.81%	5.19%	4.27%	4.12%	4.63%	3.26%	3.70%	3.08%	4.00%	4.35%	4.18%	0.17%
Medicaid	41.96%	43.39%	43.95%	45.57%	44.53%	45.23%	44.63%	43.43%	44.29%	43.28%	43.39%	43.29%	43.43%	43.91%	(0.48%)
Medicare	31.40%	30.06%	28.65%	28.56%	27.61%	26.69%	27.74%	28.96%	31.19%	32.57%	31.48%	32.12%	29.21%	29.75%	(0.54%)
Self Pay	5.93%	4.17%	4.55%	4.69%	5.59%	5.16%	6.26%	5.12%	5.23%	5.17%	5.36%	5.02%	4.63%	5.19%	(0.56%)

ED- Payor Mix 12 Mo Mar- 23

Fin Class	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	12-Mo Avg	Mar to Avg Var
Commercial	19.15%	17.69%	17.47%	17.86%	17.90%	18.02%	18.07%	17.92%	16.36%	16.66%	17.90%	17.17%	17.99%	17.68%	0.31%
Government	4.09%	3.93%	4.09%	4.41%	4.12%	3.99%	4.05%	4.10%	3.56%	3.67%	3.67%	3.96%	4.56%	3.97%	0.59%
Medicaid	49.49%	53.23%	53.94%	52.92%	53.12%	52.87%	51.20%	51.95%	54.76%	53.46%	51.71%	53.33%	52.97%	52.67%	0.30%
Medicare	14.49%	13.33%	12.88%	13.07%	13.82%	13.25%	13.79%	14.23%	13.53%	14.34%	14.96%	15.19%	13.97%	13.91%	0.06%
Self Pay	12.78%	11.82%	11.62%	11.74%	11.04%	11.87%	12.89%	11.80%	11.79%	11.87%	11.76%	10.35%	10.51%	11.78%	(1.27%)

Payor Mix Trend

Surg IP- Payor Mix 12 Mo Mar- 23

Surg IP	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	12-Mo Avg	Mar to Avg Var
Commercial	19.41%	23.81%	20.73%	18.53%	21.03%	23.80%	23.41%	20.70%	20.89%	20.56%	20.16%	20.27%	22.61%	21.11%	1.50%
Government	6.51%	4.38%	8.41%	5.20%	7.13%	7.77%	5.09%	6.48%	5.43%	6.32%	4.44%	6.80%	6.58%	6.16%	0.42%
Medicaid	36.98%	34.74%	34.24%	40.36%	37.47%	35.38%	36.89%	33.92%	38.58%	38.85%	37.63%	37.87%	36.95%	36.91%	0.04%
Medicare	32.54%	32.82%	31.04%	31.09%	27.24%	27.87%	28.12%	32.79%	30.50%	28.09%	32.12%	30.13%	29.19%	30.36%	(1.17%)
Self Pay	4.56%	4.25%	5.58%	4.82%	7.13%	5.18%	6.49%	6.11%	4.60%	6.18%	5.65%	4.93%	4.67%	5.46%	(0.79%)

Surg OP- Payor Mix 12 Mo Mar- 23

Surg OP	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	12-Mo Avg	Mar to Avg Var
Commercial	30.50%	33.26%	31.52%	32.89%	34.10%	32.76%	33.80%	33.68%	28.21%	36.14%	26.06%	26.17%	24.63%	31.59%	(6.96%)
Government	6.42%	6.03%	6.87%	8.80%	6.22%	6.67%	8.22%	6.27%	5.70%	5.43%	5.85%	7.77%	7.01%	6.69%	0.32%
Medicaid	39.97%	37.72%	37.57%	34.98%	40.79%	36.57%	36.85%	36.81%	42.17%	32.61%	42.82%	39.12%	42.24%	38.17%	4.08%
Medicare	20.70%	20.98%	21.62%	21.99%	16.36%	21.52%	17.84%	20.37%	20.51%	21.74%	23.14%	25.90%	24.42%	21.06%	3.36%
Self Pay	2.41%	2.01%	2.42%	1.34%	2.53%	2.48%	3.29%	2.87%	3.41%	4.08%	2.13%	1.04%	1.70%	2.50%	(0.80%)

SUMMARY INCOME STATEMENT MAR

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$401,766,320	$349,640,516	$52,125,804	14.91%	↑
Net Patient Revenue	$77,823,070	$65,438,771	$12,384,299	18.93%	↑
Other Revenue	$2,558,897	$2,481,169	$77,728	3.13%	↑
Total Operating Revenue	**$80,381,967**	**$67,919,940**	**$12,462,027**	**18.35%**	↑
Net Patient Revenue as a % of Gross	19.37%	18.72%	0.65%	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$76,666,438**	**$67,007,222**	**($9,659,216)**	**(14.42%)**	↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**$3,715,528**	**$912,718**	**$2,802,810**	**307.08%**	↑
Add back: Depr & Amort.	$2,955,553	$2,946,678	($8,875)	(0.30%)	↓
Tot Inc from Ops plus Depr & Amort.	**$6,671,082**	**$3,859,396**	**$2,811,686**	**72.85%**	↑
Operating Margin (w/Depr & Amort.)	**8.30%**	**5.68%**	**2.62%**	-	

SUMMARY INCOME STATEMENT YTD MAR

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$3,274,397,565	$3,064,411,149	$209,986,416	6.85%	↑
Net Patient Revenue	$605,226,534	$575,193,656	$30,032,878	5.22%	↑
Other Revenue	$28,833,762	$23,101,856	$5,731,907	24.81%	↑
Total Operating Revenue	**$634,060,296**	**$598,295,511**	**$35,764,785**	**5.98%**	↑
Net Patient Revenue as a % of Gross	18.48%	18.77%	(0.29%)	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$633,839,249**	**$594,948,634**	**($38,890,615)**	**(6.54%)**	↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**$221,046**	**$3,346,877**	**($3,125,831)**	**(93.40%)**	↓
Add back: Depr & Amort.	$26,401,754	$26,161,246	($240,508)	(0.92%)	↓
Tot Inc from Ops plus Depr & Amort.	**$26,622,800**	**$29,508,123**	**($2,885,322)**	**(9.78%)**	↓
Operating Margin (w/Depr & Amort.)	**4.20%**	**4.93%**	**(0.73%)**	-	

SUMMARY INCOME STATEMENT TREND

REVENUE	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	12-Mo Avg	Mar to Avg Var
Total Gross Patient Revenue	$368,803	$337,185	$345,132	$338,423	$356,195	$374,965	$353,902	$357,810	$353,064	$369,393	$359,307	$347,996	$401,766	$355,181	$46,585
Net Patient Revenue	$64,547	$64,298	$66,093	$63,125	$64,442	$66,003	$64,304	$63,577	$65,144	$65,505	$69,348	$69,080	$77,823	$65,456	$12,367
Other Revenue	$4,836	$2,527	$1,321	$2,805	$2,516	$2,177	$2,581	$4,113	$2,099	$7,116	$2,462	$3,210	$2,559	$3,147	($588)
Total Operating Revenue	**$69,384**	**$66,826**	**$67,414**	**$65,930**	**$66,958**	**$68,180**	**$66,885**	**$67,690**	**$67,244**	**$72,621**	**$71,810**	**$72,291**	**$80,382**	**$68,603**	**$11,779**
Net Patient Revenue as a % of Gross	17.50%	19.07%	19.15%	18.65%	18.09%	17.60%	18.17%	17.77%	18.45%	17.73%	19.30%	19.85%	19.37%	18.45%	0.93%

EXPENSE	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	12-Mo Avg	Mar to Avg Var
Salaries, Wages and Benefits	$39,398	$40,875	$39,809	$36,995	$41,229	$39,837	$39,487	$41,427	$40,375	$42,921	$42,637	$43,764	$47,120	$40,730	$6,390
Supplies	$14,622	$11,243	$11,844	$9,479	$11,288	$11,569	$12,110	$12,085	$12,293	$15,052	$13,377	$11,336	$14,367	$12,192	$2,175
Other	$16,469	$15,816	$16,251	$17,617	$15,284	$15,240	$15,892	$16,152	$15,764	$16,390	$17,222	$14,440	$15,180	$16,045	($865)
Total Operating Expense	**$70,490**	**$67,934**	**$67,905**	**$64,091**	**$67,800**	**$66,645**	**$67,490**	**$69,664**	**$68,432**	**$74,363**	**$73,237**	**$69,541**	**$76,666**	**$68,966**	**$7,700**

INCOME FROM OPS	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	12-Mo Avg	Mar to Avg Var
Total Inc from Ops	**($1,106)**	**($1,108)**	**($491)**	**$1,839**	**($842)**	**$1,535**	**($605)**	**($1,974)**	**($1,188)**	**($1,742)**	**($1,427)**	**$2,750**	**$3,716**	**($363)**	**$4,079**
Add back: Depr & Amort.	$2,714	$2,545	$2,245	$2,219	$2,781	$2,819	$2,802	$2,811	$2,811	$3,287	$3,231	$2,904	$2,956	$2,764	$191
Tot Inc from Ops plus Depr & Amort.	**$1,608**	**$1,437**	**$1,754**	**$4,057**	**$1,938**	**$4,354**	**$2,196**	**$837**	**$1,623**	**$1,545**	**$1,804**	**$5,653**	**$6,671**	**$2,401**	**$4,270**
Operating Margin (w/Depr & Amort.)	**2.32%**	**2.15%**	**2.60%**	**6.15%**	**2.90%**	**6.39%**	**3.28%**	**1.24%**	**2.41%**	**2.13%**	**2.51%**	**7.82%**	**8.30%**	**3.50%**	**4.80%**

SALARY & BENEFIT EXPENSE VAR

	Actual	Budget	Variance	% Variance	
Salaries	$28,738,856	$25,264,980	($3,473,876)	(13.75%)	↓
Benefits	$12,671,173	$12,069,741	($601,433)	(4.98%)	↓
Overtime	$1,277,251	$814,499	($462,752)	(56.81%)	↓
Contract Labor	$4,432,458	$847,614	($3,584,844)	(422.93%)	↓
TOTAL	$47,119,738	$38,996,834	($8,122,904)	(20.83%)	↓
Paid FTEs	3,761	3,474	(286)	(8.25%)	↓
SWB per FTE	$12,530	$11,225	($1,305)	(11.63%)	↓
SWB/APD	$2,251	$2,156	($95)	(4.40%)	↓
SWB % of Net	60.55%	59.59%	-	(0.95%)	↓
AEPOB	5.57	5.95	0.38	6.40%	↑

SALARY & BENEFIT EXPENSE TREND

SALARY & BENEFIT EXPENSE	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	12-Mo Avg	Mar to Avg Var
Salaries	$24,801	$25,957	$25,994	$23,562	$26,230	$26,013	$25,194	$27,845	$26,358	$28,230	$27,978	$26,094	$28,739	$26,188	($2,551)
Benefits	$11,433	$11,568	$11,274	$11,124	$12,908	$11,886	$12,359	$11,626	$12,009	$12,385	$12,426	$11,525	$12,671	$11,877	($794)
Overtime	$836	$1,405	$1,216	$1,183	$1,283	$1,106	$1,012	$961	$1,128	$1,116	$936	$813	$1,277	$1,083	($194)
Contract Labor	$2,328	$1,944	$1,325	$1,126	$808	$832	$922	$995	$880	$1,191	$1,298	$5,332	$4,432	$1,582	($2,851)
TOTAL	$39,398	$40,875	$39,809	$36,995	$41,229	$39,837	$39,487	$41,427	$40,375	$42,921	$42,637	$43,764	$47,120	$40,730	($6,390)
Paid FTE	3,473	3,478	3,459	3,460	3,492	3,536	3,553	3,570	3,630	3,625	3,623	3,715	3,761	3,551	(209)
SWB per FTE	$11,343	$11,753	$11,507	$10,692	$11,808	$11,267	$11,114	$11,604	$11,121	$11,840	$11,769	$11,781	$12,530	$11,467	($1,063)
SWB/APD	$1,906	$2,090	$1,946	$1,830	$2,008	$1,885	$1,988	$2,059	$2,032	$2,047	$2,109	$2,285	$2,251	$2,016	($235)
SWB % of Net	**61.04%**	**63.57%**	**60.23%**	**58.60%**	**63.98%**	**60.36%**	**61.41%**	**65.16%**	**61.98%**	**65.52%**	**61.48%**	**63.35%**	**60.55%**	**62.22%**	**1.68%**
OT % of Productive	**4.03%**	**4.41%**	**4.10%**	**4.30%**	**4.27%**	**3.63%**	**3.25%**	**3.29%**	**3.72%**	**3.44%**	**3.15%**	**2.98%**	**3.63%**	**3.71%**	**0.09%**
AEPOB	**5.21**	**5.34**	**5.25**	**5.14**	**5.27**	**5.19**	**5.37**	**5.50**	**5.48**	**5.36**	**5.56**	**5.43**	**5.57**	**5.34**	**(0.23)**

EXPENSES MAR

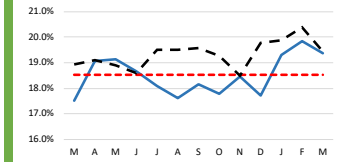
	Actual	Budget	Variance	% Variance	
Professional Fees	$2,865,589	$3,803,718	$938,130	24.66%	↑
Supplies	$14,366,560	$12,377,203	($1,989,357)	(16.07%)	↓
Purchased Services	$6,454,753	$5,940,508	($514,245)	(8.66%)	↓
Depreciation	$2,416,749	$2,316,854	($99,895)	(4.31%)	↓
Amortization	$538,804	$629,824	$91,020	14.45%	↑
Repairs & Maintenance	$926,466	$914,198	($12,268)	(1.34%)	↓
Utilities	$527,189	$400,987	($126,202)	(31.47%)	↓
Other Expenses	$1,346,339	$1,436,258	$89,919	6.26%	↑
Rental	$104,252	$190,838	$86,586	45.37%	↑
Total Other Expenses	**$29,546,701**	**$28,010,389**	**($1,536,312)**	**(5.48%)**	↓

KEY FINANCIAL INDICATORS MAR

PROFITABILITY

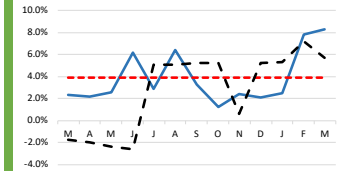
19.4% Net to Gross Ratio

Mar-23 (Rolling 12 Avg: 18.5%)



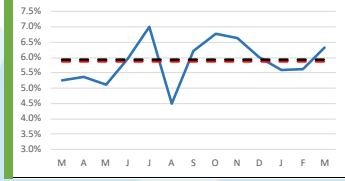
8.3% Operating Margin

Mar-23 (Rolling 12 Avg: 3.9%)



6.3% Cost to Collect

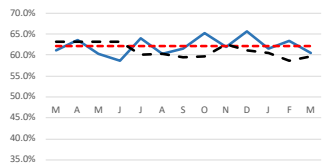
Mar-23 (Rolling 12 Avg: 5.9%)



LABOR

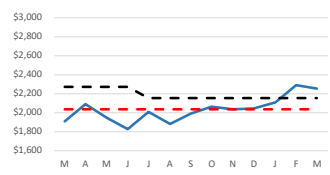
60.5% Salaries, Wages and Benefits as % of Net Patient Revenue

Mar-23 (Rolling 12 Avg: 62.1%)



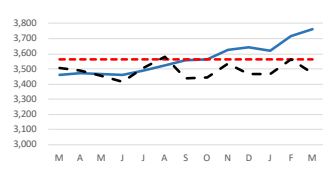
$ 2,251 Salaries, Wages and Benefits/Adjusted Patient Day

Mar-23 (Rolling 12 Avg: 2,034)



3,761 Paid FTEs

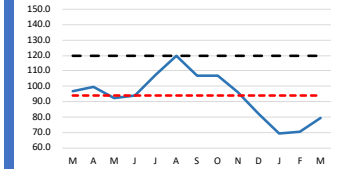
Mar-23 (Rolling 12 Avg: 3,566)



LIQUIDITY

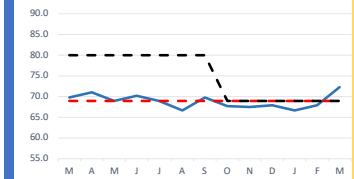
79.3 Days Cash on Hand

Mar-23 (Rolling 12 Avg: 93.9)



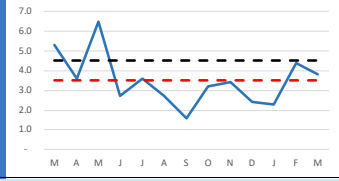
72.3 Net Days in Accounts Receivable

Mar-23 (Rolling 12 Avg: 68.8)



3.8 Candidate for Billing Days

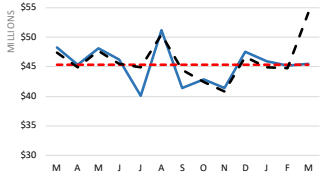
Mar-23 (Rolling 12 Avg: 3.5)



CASH COLLECTIONS

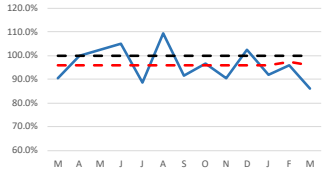
84.2% Cash Collection Goal

Mar-23 (Rolling 12 Avg: 98.3%)



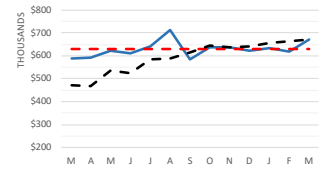
86.3% Cash Collections as % of Adjusted Net Revenue

Mar-23 (Rolling 12 Avg: 96.1%)



100.1% POS Collection Goal

Mar-23 (Rolling 12 Avg: 106.3%)



Actual
Rolling Average
Target

FY23 CASH FLOW

	March 2023	February 2023	January 2023	YTD of FY2023
Operating Activities				
Cash received from patients and payors	80,265,380	64,993,917	54,193,534	518,870,215
Cash paid to vendors	(27,403,670)	(26,569,550)	(41,220,030)	(250,788,724)
Cash paid to employees	(38,491,042)	(37,079,337)	(41,386,166)	(365,808,452)
Other operating receipts/(disbursements)	11,257,412	1,567,681	2,047,568	30,635,039
Net cash provided by/(used in) operations	25,628,080	2,912,712	(26,365,094)	(67,091,922)
Investing Activities				
Purchase of property and equipment, net	(3,828,344)	(1,673,209)	(2,925,582)	(23,211,653)
Interest received	342,610	359,960	298,662	12,699,522
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	1,699,403	(676,751)	33,381,432	51,317,524
Net cash provided by/(used in) investing activities	(1,786,331)	(1,990,000)	30,754,512	40,805,393
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	(101,757)	-	-	(6,698,148)
Increase/(decrease) in cash	23,739,992	922,712	4,389,417	(32,984,678)
Cash beginning of period	25,522,108	24,599,396	20,209,979	82,246,777
Cash end of period	49,262,100	25,522,108	24,599,396	49,262,100
Unrestricted cash	49,262,100	25,522,108	24,599,396	49,262,100
Cash restricted by donor	5,415,218	4,362,174	4,439,840	5,415,218
Internally designated cash	124,438,394	126,137,797	125,461,046	124,438,394

FY23BALANCE SHEET HIGHLIGHTS

	Mar 2023	Feb 2023	Jan 2023
CASH			
Unrestricted	$ 49.3	$ 25.5	$ 24.6
Restricted by donor	5.4	4.4	4.4
Internally designated	124.4	126.1	125.5
	$ 179.1	$ 156.0	$ 154.5
NET WORKING CAPITAL	$ 238.0	$ 235.0	$ 232.2
NET PP&E	$ 199.2	$ 198.0	$ 198.4
LONG-TERM DEBT	$ -	$ -	$ -
NET PENSION LIABILITY	$ 313.9	$ 313.9	$ 313.9
NET POSITION	$ (217.3)	$ (220.8)	$ (223.4)

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
April 19, 2023

Agenda Item #

5

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

Issue:	**CEO Performance Goals Update**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee receive Quarter Three status update on the Audit and Finance Organizational Goals for FY23; and direct staff accordingly.** ***(For possible action)***		

FISCAL IMPACT:

None

BACKGROUND:

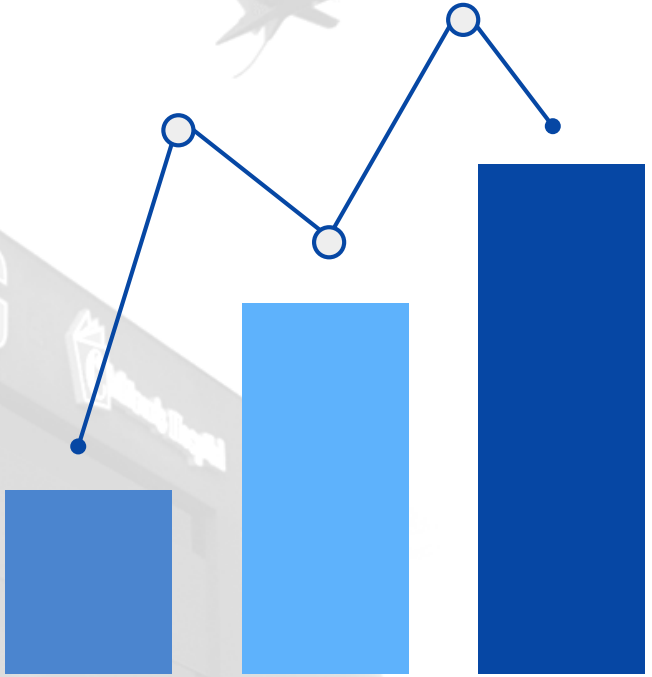
During this meeting, the Committee will receive an update associated with the Audit and Finance CEO Performance objectives for the third quarter.

Cleared for Agenda
April 19, 2023

Agenda Item #
6

Organizational Goals- FY23

-Q3 Update



Organizational Goals- FY23- Finance/Operations

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

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

3. Improve ALOS with a target of 5.77 days

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

Organizational Goals - FY23

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

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$3,274,397,565	$3,064,411,150	$209,986,416	6.85%	↑
Net Patient Revenue	$605,226,534	$575,193,656	$30,032,877	5.22%	↑
Other Revenue	$28,833,762	$23,101,856	$5,731,906	24.81%	↑
Total Operating Revenue	**$634,060,296**	**$598,295,512**	**$35,764,784**	**5.98%**	↑
Net Patient Revenue as a % of Gross	18.48%	18.77%	(0.29%)	-	
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$633,839,249**	**$594,948,634**	**($38,890,615)**	**(6.54%)**	↓
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**$221,046**	**$3,346,878**	**($3,125,832)**	**(93.40%)**	↓
Add back: Depr & Amort.	$26,401,754	$26,161,245	($240,509)	(0.92%)	↓
Tot Inc from Ops plus Depr & Amort.	**$26,622,800**	**$29,508,123**	**($2,885,323)**	**(9.78%)**	↓
Operating Margin (w/Depr & Amort.)	**4.20%**	**4.93%**	**(0.73%)**	**-**	

Organizational Goals - FY23

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

	Actual	Target	Variance	% Variance	
SWB/APD	$2,072	$2,156	$84	3.91%	
AEPOB	5.41	5.95	0.54	53.79%	

Organizational Goals - FY23

3. Improve ALOS with a target of 5.77 days

	Actual	Target	YTD Variance	% Var	
ALOS (Admits)	7.04	5.77	1.27	21.95%	↓

	Actual	FY22	YTD Variance	% Var	
ALOS (Admits)	7.04	7.00	0.04	0.58%	↓

Organizational Goals - FY23

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

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

Issue:	**Proposed Final Budget for FY 2024**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Audit and Finance Committee 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)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the Proposed Final FY 2024 Operating Budget.

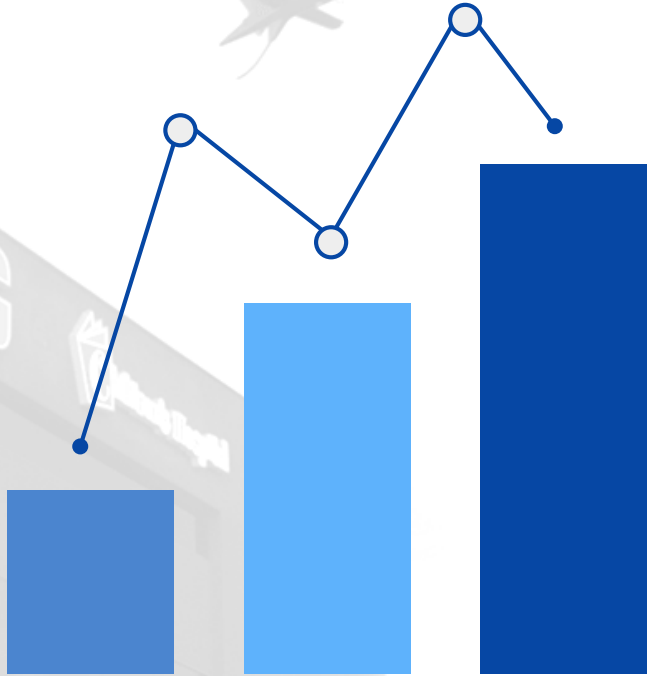
Cleared for Agenda
April 19, 2023

Agenda Item #
7

FY2024 Proposed Budget

April 19, 2023

Audit & Finance Committee



FY2024 BUDGET KEY STATS

	FY24 Budget	FY24 Prelim Budget	Variance	%
APDs	253,038	253,038	-	-
Total Admissions	24,839	24,839	-	-
Observation Days	8,318	8,318	-	-
AADC	693	693	-	-
ALOS (Adm)	6.79	6.79	-	-
Hospital CMI	1.87	1.87	-	-
Medicare CMI	1.98	1.98	-	-
IP Surgery Cases	10,741	10,741	-	-
OP Surgery Cases	6,043	6,043	-	-
Total ER Visits	119,770	119,770	-	-
Quick Care	255,498	255,498	-	-
Primary Care	107,362	107,362	-	-
Deliveries	1,624	1,624	-	-

FY2024 BUDGET KEY STATS

	FY24 Budget	FY23 Projection	Variance	%
APDs	253,038	245,349	7,689	3.13%
Total Admissions	24,839	23,272	1,567	6.73%
Observation Days	8,318	8,752	(434)	(4.96%)
AADC	693	672	21	3.13%
ALOS (Adm)	6.79	6.95	(0.16)	(2.29%)
Hospital CMI	1.87	1.87	-	-
Medicare CMI	1.98	1.98	-	-
IP Surgery Cases	10,741	9,568	1,173	12.26%
OP Surgery Cases	6,043	5,416	627	11.58%
Total ER Visits	119,770	116,282	3,488	3.00%
Quick Care	255,498	222,320	33,179	14.92%
Primary Care	107,362	78,590	28,773	36.61%
Deliveries	1,624	1,608	16	1.00%

FY2024 BUDGET INCOME STATEMENT SUMMARY

REVENUE	FY24 Budget	FY24 Prelim Budget	Variance	% Variance	
Total Gross Patient Revenue	$5,288,597,242	$5,288,597,242	-	-	-
Adjusted Net Patient Revenue	$649,627,113	$649,627,113	-	-	-
Supplemental Payments	$288,128,777	$288,128,777	-	-	-
Net Patient Revenue	**$937,755,889**	**$937,755,889**	**-**	**-**	**-**
Other Revenue	$41,812,003	$41,812,003	-	-	-
Total Operating Revenue	**$979,567,892**	**$979,567,892**	**-**	**-**	**-**
Net Patient Revenue as a % of Gross	17.73%	17.73%	-		

EXPENSE	FY24 Budget	FY24 Prelim Budget	Variance	% Variance	
Total Operating Expense	**$953,256,763**	**$950,522,744**	**($2,734,019)**	**(0.29%)**	▼

INCOME FROM OPS	FY24 Budget	FY24 Prelim Budget	Variance	% Variance	
Total Inc from Ops	**$26,311,129**	**$29,045,148**	**($2,734,019)**	**(9.41%)**	▼
Add back: Depr & Amort.	$35,509,674	$35,509,674	-	-	-
Tot Inc from Ops plus Depr & Amort.	**$61,820,803**	**$64,554,823**	**($2,734,019)**	**(4.24%)**	▼
Operating Margin (w/Depr & Amort.)	**6.31%**	**6.59%**	**(0.28%)**		

FY2024 BUDGET INCOME STATEMENT SUMMARY

REVENUE	FY24 Budget	FY23 Projection	Variance	% Variance	
Total Gross Patient Revenue	$5,288,597,242	$4,393,859,334	$894,737,908	20.36%	▲
Adjusted Net Patient Revenue	$649,627,113	$563,365,131	$86,261,982	15.31%	▲
Supplemental Payments	$288,128,777	$256,814,047	$31,314,729	12.19%	▲
Net Patient Revenue	**$937,755,889**	**$820,179,178**	**$117,576,711**	**14.34%**	▲
Other Revenue	$41,812,003	$39,753,750	$2,058,253	5.18%	▲
Total Operating Revenue	**$979,567,892**	**$859,932,928**	**$119,634,964**	**13.91%**	▲
Net Patient Revenue as a % of Gross	17.73%	18.67%	(0.93%)		

EXPENSE	FY24 Budget	FY23 Projection	Variance	% Variance	
Total Operating Expense	**$953,256,763**	**$852,212,463**	**($101,044,300)**	**(11.86%)**	▼

INCOME FROM OPS	FY24 Budget	FY23 Projection	Variance	% Variance	
Total Inc from Ops	**$26,311,129**	**$7,720,465**	**$18,590,664**	**240.80%**	▲
Add back: Depr & Amort.	$35,509,674	$35,015,257	$494,417	(1.41%)	▼
Tot Inc from Ops plus Depr & Amort.	**$61,820,803**	**$42,735,722**	**$19,085,081**	**44.66%**	▲
Operating Margin (w/Depr & Amort.)	**6.31%**	**4.97%**	**1.34%**		

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**
10	NRS 450.525 NRS 450.530	Yes	Cardinal Healthcare	New Contract	N/A	5 Years	30 Days w/o cause	Base Agreement $1,985,000.00	None	N/A	Radiology Nuc Med	Request for funds to purchase Nuclear Medicine Radiopharmaceutical products.
11	NRS 450.525 NRS 450.530	Yes	CDW	New Contract	N/A	3 Years	30 for cause	Base Agreement $603,900.00	None	N/A	Information Technology	Purchase of 3 year software license to support IT email security and service support.
12	NRS 450.525 NRS 450.530	Yes	Medline Industries, Inc.	Amendment	No	Until completion of project	30 days w/o cause	Base Agreement NTE $265,000.00 Amendment 1 NTE $325,000.00 Cumulative Total NTE $525,000.00	Capital / $200,000.00	NA	Central Supply	Amendment 3 is to add funds in the amount of $200,000.00
13	NRS 332.115(1)(b)	No	UNLV Medicine	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE $1,587,750	None	Increase NTE $208,050 annually	Pediatrics	Provide 24/7 consultative, emergency, and on-call pediatric gastroenterology services for UMC's patients in accordance with the call schedule maintained by Medical Staff.
14	332.115(1)(b)	No	Shannon Kane-Saenz	Amendment	No	1 Year	15 days w/o cause	Base Agreement $98,000 Cumulative Amendments $538,750 Cumulative Total NTE: $636,750.00	None	Savings $14,250.00	Information Technology	Amendment 4 to the Data Engineering Consultation Agreement to extend the term for one (1) year through June 30, 2024 with $152,750.00 in additional funding.
15	RFP 2020-18	No	RSource, LLC d/b/a Knowtion Health	Amendment	No	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE $1,500,000 Amendment 1 NTE $4,000,000 Cumulative Total NTE $5,500,000	None	Increase NTE $4,000,000	Patient Accounting	Amendment 1 to add more funding in the amount of $4M and update the business name to Knowtion Health.
16	NRS 450.525 NRS 450.530	Yes	Mindray	New Contract	N/A	One Time Purchase Warranty (1-5 years)	N/A	Base Agreement NTE $854,209.00	Capital $784,290.00	Savings $125,225.00	OR	Ultrasound Systems for Operating Rooms and PACU
17	332.115(1)(b)	No	Kinect Energy, Inc.	Amendment	Yes	5 Years	90 days w/o cause	Base Agreement $1,864,000 Cumulative Amendments $2,470,637 Cumulative total NTE $4,334,637	None	Increase $1,800,000	Plant Operatoins	Additional funding of $1,800,000 to support the increase in natutral gas prices during the current term expiring 6/30/2023
18	RFI 2015-09	No	Epic Systems Corporation	Request	Yes	5 Years	In accordance with Agreement's Terminaiton for Cause provisions	Base Agreement 44,334,400.00 Cumulative Amendments $33,122,863.00 Cumulative Total $77,457,263.00	None	Increase	Information Technology	Request for funds to support the new 5 year funding period for Epic E.H.R software solution.
19	NRS 332.115(1)(b)	No	AMN Healthcare, Inc.	New Contract	N/A	3 Years, with Two (1)-Year Options for each Service Line Exhibit	60 days w/o cause after the 1st year of the earliest Go Live Date	Base Agreement NTE $46,000,000 per year	None	N/A	Various	Provide temporary and permanent staffing services of clinical, non-clinical and leadership positions in critical need areas of the hospital.
20	NRS 450.525 NRS 450.530	Yes	Philips Healthcare	New Contract	N/A	Until completion of project	Term for Convenience 60 days w/o cause	Base Agreement NTE $4,231,513.02	Capital $4,231,513.02	N/A	Cath Lab	Turnkey Project; Design/Build services as required to modify existing Cath Lab/Special Procedures Exam Room for new Philips Azurion 7 C20

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	332.115(1)(f) - Insurance	No	Optum Health Networks, Inc. f/k/a Life Print Health, Inc. d/b/a OptumCare	Amendment	No	2 Years	120 days w/o cause	Revenue based on volume	Managed Care	Amendment 1 to Health Service Agreement to extend term through Febuary 28, 2025
9	332.115(1)(f) - Insurance	No	Optum Health Networks, Inc. f/k/a Life Print Health, Inc. d/b/a OptumCare	Amendment	No	2 Years	60 days w/o cause	Revenue based on volume	Managed Care	Amendment 5 to Provider Services Agreement to extend term through February 28, 2025

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

Issue:	**Amendment One to Hospital Services Agreement with Optum Health Networks, 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 One to Hospital Services Agreement with Optum Health Networks, Inc. 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 – extend for two (2) years from 3/1/2023 to 2/28/2025
Amount: Revenue based on volume
Out Clause: 120 business days w/o cause

BACKGROUND:

On February 24, 2021, the Governing Board approved the Hospital Services Agreement ("Agreement") with LifePrint Health, Inc. d/b/a OptumCare to provide its members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The initial Agreement term is from March 1, 2021 through February 28, 2023, unless terminated for convenience with a 120-business day written notice to the other.

This Amendment requests to extend the Agreement term through February 28, 2025, and update the business name to Optum Health Networks, Inc.

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
April 19, 2023

Agenda Item #
8

AMENDMENT ONE TO THE
HOSPITAL SERVICES AGREEMENT

This Amendment One to the Hospital Services Agreement (the **"Amendment"**) is made and entered into, to be effective as of March 1, 2023, by and between **Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)** ("OptumCare") and **University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virture of Chapter 450 of the Nevada Revised Statues,** (herein referred to as "Hospital") (collectively referred to as the "Parties"). All capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement (defined below).

RECITALS

WHEREAS, the Parties entered into that certain Hospital Services Agreement, dated March 1, 2021, whereby Hospital agreed to provide Hospital Care Services to OptumCare Members, who have selected or been assigned to OptumCare to receive certain Covered Services (the **"Agreement"**).

WHEREAS, Optum Health Networks, Inc. is the successor in interest to LifePrint Health, Inc.; and

WHEREAS, the Parties wish to amend the Agreement to the extent and as provided in this Amendment as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the Parties hereto, the Parties hereto have agreed and do hereby agree as follows:

1. All references in the Agreement to "LifePrint Health, Inc. d/b/a OptumCare" shall be replaced with and mean "Optum Health Networks, Inc."

2. **Article VII, Section 7.1 Term of Agreement** shall be deleted in its entirety and replaced with the following:

7.1 Term of Agreement. This Agreement shall be for a 24-month period beginning March 1 ,2023 ending February 28, 2025, ending at 11:59 pm ("Term"). Hospital agrees to send written notice of no less than one hundred twenty (120) days before termination date with the intent to renew the contract.

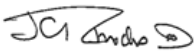
3. **Enforceability.** Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its original terms and conditions, as previously amended.

4. **Miscellaneous.** This Amendment shall be interpreted, and the rights of the Parties determined in accordance with the laws of the state of Nevada. The provisions hereof shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and assigns. This Amendment constitutes the full and entire understanding between the Parties

to the Agreement with regard to the subject matter hereof and supersedes any prior or contemporaneous, written, or oral agreements or discussions between the Parties regarding such subject matter. This Amendment may only be modified by a written instrument executed by OptumCare and Hospital. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment effective as of the date set forth above.

"OPTUMCARE"
Optum Health Networks, Inc.

By: 
Signature

John C. Rhodes, MD
Print Name

President & CEO, Optum - Nevada
Title

4/5/2023
Date

PROVIDER
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Signature

Mason Van Houweling
Print Name

Chief Executive Officer
Title

_____
Date

1800 West Charleston Blvd.
Address

Las Vegas, Nevada 89102
City, State Zip Code

88-6000436
Tax I.D. Number

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

Issue:	**Amendment Five to Primary Care Physician Participation Agreement with Optum Health Networks, 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 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)***

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: Amendments 5 – extend for two (2) years from 4/1/2023 to 3/31/2025
Amount: Revenue based on volume
Out Clause: 60 days w/o cause

BACKGROUND:

On April 26, 2018, UMC entered into a Primary Care Physician Participation Agreement ("Agreement") with LifePrint Health, Inc. d/b/a OptumCare to provide its Medicare Advantage Plan members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The initial Agreement term is from April 1, 2018 through March 31, 2020 unless terminated with a 60-day written notice to the other. Amendment One, effective April 1, 2020, extended the term for three (3) years through March 31, 2023 and updated the reimbursement schedules. Amendments Two and Three, effective January 1, 2020, updated the reimbursement schedules. Amendment Four, effective January 1, 2022, updated the reimbursement schedules.

This Amendment Five requests to extend the Agreement term through March 31, 2025, and update the business name to Optum Health Networks, Inc.

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
April 19, 2023

Agenda Item #
9

AMENDMENT FIVE TO THE
PRIMARY CARE PHYSICIAN PARTICIPATION AGREEMENT

This Amendment Five to the Primary Care Physician Participation Agreement (the **"Amendment"**) is made and entered into, to be effective as of April 1, 2023, by and between **Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)** ("OptumCare") and **University Medical Center of Southern Nevada,** (herein referred to as "Provider Group") (collectively referred to as the "Parties"). All capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement (defined below).

RECITALS

WHEREAS, the Parties entered into that certain Primary Care Physician Participation Agreement, dated April 1, 2018, whereby Provider Group agreed to provide Primary Care Services to OptumCare Members, who have selected or been assigned to OptumCare to receive certain Covered Services (the **"Agreement"**);

WHEREAS, Optum Health Networks, Inc. is the successor in interest to LifePrint Health, Inc.; and

WHEREAS, the Parties wish to amend the Agreement to the extent and as provided in this Amendment as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the Parties hereto, the Parties hereto have agreed and do hereby agree as follows:

1. All references in the Agreement to "LifePrint Health, Inc. d/b/a OptumCare" shall be replaced with and mean "Optum Health Networks, Inc."

2. **Article VII, Section 7.1 Term of Agreement** shall be deleted in its entirety and replaced with the following:

7.1 Term of Agreement. This Agreement shall be extended for twenty-four (24) month period, beginning April 1, 2023, ending at 11:59 pm on March 31, 2025, unless terminated sooner is accordance with the provision of this Agreement.

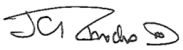
2. **Enforceability.** Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its original terms and conditions, as previously amended.

3 **Miscellaneous.** This Amendment shall be interpreted, and the rights of the Parties determined in accordance with the laws of the state of Nevada. The provisions hereof shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and assigns. This Amendment constitutes the full and entire understanding between the Parties to the Agreement with regard to the subject matter hereof and supersedes any prior or contemporaneous, written, or oral agreements or discussions between the Parties regarding such

subject matter. This Amendment may only be modified by a written instrument executed by OptumCare and Hospital. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment effective as of the date set forth above.

"OPTUMCARE"
Optum Health Networks, Inc.

By: 
Signature

John C. Rhodes, MD
Print Name

President & CEO, Optum - Nevada
Title

4/13/2023
Date

PROVIDER
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Signature

Mason Van Houweling
Print Name

Chief Executive Officer
Title

_____
Date

1800 West Charleston Blvd.
Address

Las Vegas, Nevada 89102
City, State Zip Code

88-6000436
Tax I.D. Number

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

Issue:	**Purchaser Participation Letter and Amendment No. 1 to Purchaser Participation Letter**	**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 Purchaser Participation Letter and Amendment No. 1 with Cardinal Health 414, LLC for radiopharmaceutical products; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.0000
Fund Center: 3000716100
Description: Radiopharmaceutical Products
Bid/RFP/CBE: NRS 450.525 (GPO)
Term: 5 years from 3/1/2023 to 4/30/2028
Amount: $1,985,000.00
Out Clause: 30 days w/o cause

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

BACKGROUND:

Since June 21, 2017, UMC has contracted with Cardinal Health 414, LLC ("Cardinal") for UMC to receive HPG pricing for purchasing radiopharmaceuticals products. This request is to approve a new Purchaser Participation Letter and Amendment No. 1 to Purchaser Participation Letter ("Agreements") with Cardinal Health 414, LLC which will allow UMC to continue purchasing radiopharmaceuticals needed in the radiology department.

UMC estimates that its purchases will not exceed the amount of $1,985,000.00 during the period from March 1, 2023 through April 30, 2028. Either party may terminate this Agreement without cause with a 30-day written notice to the other.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMC is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Radiologic Services has reviewed and recommends approval of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

Cardinal currently holds a Clark County business license.

Cleared for Agenda
April 19, 2023

Agenda Item #

10

DocuSign Envelope ID: 1457A8A6-A81F-4979-8C32-DA72EDCB68CE

Exhibit E

HealthTrust Purchasing Group
Purchasing Agreement
No. HPG-160
Vendor: Cardinal Health 414, LLC
Effective Date: May 1, 2023

Purchaser Participation Letter

PURCHASER PARTICIPATION LETTER (LOP)
Single Facility Commitment for Radiopharmaceutical Products ("Products")

University Medical Center of Southern Nevada	2100005493
PARTICIPANT NAME	**ACCOUNT NUMBER**

1800 W. Charleston Blvd.
ADDRESS

Las Vegas, NV 89102-2329
CITY, STATE, ZIP

HealthTrust Purchasing Group, LP (**"**HPG**"**) and Cardinal Health 414, LLC ("Vendor**"**) entered into that certain Purchasing Agreement effective March 1, 2017 (HPG-160, as amended from time to time, the "Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement), which makes available certain benefits to Participants. The above-named Participant desires to take advantage of the benefits obtainable under the Agreement and therefore enters the following the terms of this Participation Letter ("LOP") and the Agreement.

In the event that either HPG or Vendor terminates the Agreement before its expiration, or the Purchaser discontinues its affiliation with HPG, this Participation Letter will no longer be valid. In the case of a Purchaser desiring to terminate this Participation Letter for cause, HPG will act as intermediary to resolve any issues. Vendor reserves the right to remedy any issues relative to service and the Agreement.

1. In order to be eligible for Enhanced Delivery Terms and Syntrac Incentive Fees available under the Agreement, Purchaser shall purchase from Vendor a minimum of at least ninety percent (90%) of its radiopharmaceutical Product requirements available from Vendor ("Compliance Level"). If initialed below, Purchaser agrees to the Compliance Level.

   [X] Purchaser agrees to the Compliance Level above.

2. If Purchaser does not initial the Compliance Level above, the Enhanced Delivery Terms and Syntrac Incentive Fees under the Agreement will not apply. If Purchaser does initial the Compliance Level above, but fails to meet the Compliance Level, the Purchaser will cease to receive the Enhanced Delivery Terms and Syntrac Incentive Fees starting from the date of non-compliance. Vendor must notify HPG of Purchaser's non-compliance and provide at least thirty (30) days' written notice to Purchaser before removing Purchaser from the Enhanced Delivery Terms and Syntrac Incentive Fees. Purchaser agrees to be bound by the relevant terms and conditions of the Agreement. Purchaser further agrees to keep confidential all information pertaining to this LOP and the Agreement, and to not disclose any such information to a third party other than as required under applicable law or regulation.

DocuSign Envelope ID: 1457A8A6-A81F-4979-8C32-DA72EDCB68CE

3. Within five (5) days of Vendor's receipt of this signed LOP, Vendor will load into its system and make available to the Purchaser the pricing available under the Agreement. Contract pricing is contained in Exhibit A of the Agreement. This LOP supersedes previous agreements for the Products between Vendor and Purchaser.

Syntrac License Agreement: ***Please initial below to agree to the Syntrac license terms herein:***

[ ] PURCHASER AGREES TO LICENSE SYNTRAC, SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Following receipt of this LOP signed by Purchaser electing Syntrac, Cardinal Health will contact Purchaser to confirm Purchaser's Syntrac order and to make arrangements for installation at applicable Facilities. Syntrac installation date and fees will be based upon Purchaser's completion of the technical specification requirements included in the Syntrac Terms and Conditions and mutually agreeable dates for installation

NucTrac™ Subscription Services: ***Please initial below to agree to NucTrac™ Subscription Services (NucTrac™) terms herein:***

[X] PURCHASER AGREES TO ORDER THE NUCTRAC™, SUBJECT TO THE TERMS AND CONDITIONS PROVIDED UNDER EXHIBIT F-1 OF THE AGREEMENT AND INCORPORATED HEREIN BY REFERENCE.

Following receipt of this LOP signed by Purchaser electing NucTrac™, Cardinal Health will contact Purchaser to confirm Purchaser's NucTrac™ order and to make arrangements for installation at applicable Facilities. NucTrac™ installation date and fees will be based upon Purchaser's completion of the technical specification requirements included in the NucTrac™ and mutually agreeable dates for installation

Purchaser may terminate this LOP at any time upon providing thirty days prior written notice to Vendor. In such event, the above-named Participant will no longer be eligible to purchase Products and/or Services under this Agreement, unless the Participant executes a new LOP under the Agreement.

This Participation Letter shall be effective upon receipt of a signed copy at Vendor's corporate office in Ohio, and shall continue for the Term of the Agreement. Purchaser warrants that the individual whose signature appears below has full authority to bind his/her entity to the terms and conditions as stated herein.

_____	(702) 383-2000
(Signature)	(Telephone Number)
CEO	_____
(Title) (Date)	
_____	_____
(Cardinal Health Representative)	(Date)

Once executed, Participant shall fax a copy (with receipt verification or return receipt requested) immediately to Cardinal Health Contracts Department, at: Fax: 614-652-4532 Email: GMB-DUB-Contracting@cardinalhealth.com

AMENDMENT NO. 1 TO PURCHASER PARTICIPATION LETTER

This Amendment No. 1 ("Amendment") to the Purchaser Participation Letter ("LOP") entered into as of this 1st day of May, 2023 ("Amendment Effective Date") is by and between **Cardinal Health 414, LLC** ("Vendor"), and **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Purchaser"). Vendor and Purchaser are, from time to time, hereinafter jointly referred to as "Parties".

RECITALS:

WHEREAS, the Parties entered into the LOP in order for Purchaser to take advantage of the benefits obtainable under the Purchasing Agreement effective March 1, 2017 (HPG-160) between HealthTrust Purchasing Group, L.P. ("HPG") and Vendor (as amended, the "Agreement");

WHEREAS, the Parties desire to amend the LOP as described below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The following language shall be added to the LOP:

    - Vendor acknowledges that Purchaser 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. As such, its contracts are public documents available for copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to this LOP or the Agreement that Vendor has claimed to be confidential and proprietary, such as Vendor's pricing, programs, services, business practices or procedures, Purchaser will immediately notify Vendor in writing of such demand and Vendor shall promptly notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order.

    - 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 Purchaser for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Purchaser's obligations under it shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser'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. Purchaser agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this Section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

    - As between Vendor and Purchaser, in the event terms of the Agreement conflict with Nevada law, Nevada law will prevail.

    - This LOP runs coterminous with the Agreement, which as of the Amendment Effective Date expires April 30, 2028. Notwithstanding the foregoing, in the event that either HPG or Vendor terminates the Agreement before its expiration, or Purchaser discontinues its affiliation with HPG, the LOP will no longer be valid.

IN WITNESS WHEREOF, the Parties hereto have causes this Amendment No. 1 to be executed and delivered by their respective authorized signing officers as of the Amendment Effective Date.

Cardinal Health 414, LLC	**University Medical Center of Southern Nevada**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

Issue:	**Purchase Agreement with CDW Government 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 Purchase Agreement with CDW Government LLC for Mimecast software solutions; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011
Fund Center: 3000854000
Description: Mimecast Software Solutions
Bid/RFP/CBE: NRS 450.525 & 450.530 - GPO
Term: 3 years – 3/27/2023 to 3/26/2026
Amount: $603,900.00
Out Clause: 30 days for cause

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

BACKGROUND:

Since March 2020, UMC has had an Agreement with CDW Government LLC ("CDW"), for Mimecast subscription licenses utilized by UMC for training, secure messaging, and email security, remediation, continuity, archiving software solutions. This request is for approval of a new Purchase Agreement ("Agreement") with CDW to continue these subscription services with Mimecast. UMC will compensate CDW a not-to-exceed amount of $603,900.00 for the period from March 27, 2023 through March 26, 2026.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMC is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

CDW currently holds a Clark County business license.

Cleared for Agenda
April 19, 2023

Agenda Item #
11

Review and Complete Purchase

RICH MCKOGG,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES:	The reference to CDW's Terms and Conditions that appear on quotes/orders/invoices are auto-generated. For clarification purposes, product purchases (hardware/software) for UMC of Southern NV shall be governed by the HealthTrust Agreement for Distribution of Computer Products and Services ("the Agreement"). The Agreement will supersede CDW's terms and conditions for the term of the Agreement, and any extensions thereof, and UMC of Southern NV remains an active member of HealthTrust.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGSG613	3/9/2023	MIMECAST	1808271	$201,300.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cyber Awareness Training AT1 Mime - OS - web-based training Mfg. Part#: M AT1 OS 1000 A Electronic distribution - NO MEDIA Contract: MARKET	4600	5932277		
Mimecast Secure Messaging Service - subscription license (1 year) - 1 licen Mfg. Part#: M SM A Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Software (HPG-2500)	4600	5865979		
MIMECAST PRIVACY PACK USA ADDON Mfg. Part#: M HPUSA A Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Software (HPG-2500)	4600	4805698		

QUOTE DETAILS (CONT.)		
Mimecast Email Security, Remediation, Continuity & Archiving - subscription Mfg. Part#: M M3RA 1000 A UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Software (HPG-2500)	4600	5727275
AT HIPAA Training - web-based training Mfg. Part#: M EHTM A Electronic distribution - NO MEDIA Contract: MARKET	4600	5970590
MIMECAST TURBO Mfg. Part#: M TURBO A Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Software (HPG-2500)	4600	6567146
Mimecast Advanced Support - technical support - 1 year Mfg. Part#: M ADV-SP A Start Date: March 27, 2023 End Date: March 26, 2024 Electronic distribution - NO MEDIA Contract: HealthTrust Pricing-Software (HPG-2500)	1	6531299

SUBTOTAL	$201,300.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$201,300.00**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: UNIVERSITY MEDICAL CENTER OF SO NV ACCOUNTS PAYABL 1800 W CHARLESTON BLVD LAS VEGAS, NV 89102-2329 **Phone:** (702) 383-2000 **Payment Terms:** Net 30 Days-Healthcare	**Shipping Address:** UNIVERSITY MEDICAL CENTER OF SO NV RECEIVING/PO# 1800 W CHARLESTON BLVD LAS VEGAS, NV 89102-2329 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Bill George | (866) 892-9697 | billgeo@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

October 12th, 2022

Jesse Ramirez
Contracts Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Distribution, IT Products & Services.

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Distribution, IT Products & Services. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the Distribution, IT Products & Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Distribution, IT Products & Services category. A contract was executed with CDW, SHI Intl and Insight Direct USA in November of 2021. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

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: 4

Corporate/Business Entity Name:	CDW		
(Include d.b.a., if applicable)	CDW Government LLC		
Street Address:	230 N. Milwaukee Ave	**Website:**	www.cdwg.com
City, State and Zip Code:	Vernon Hills IL 60061	**POC Name:**	Bill George
		Email:	billgeo@cdwg.com
Telephone No:	800.808.4239	**Fax No:**	847.419.6200
Nevada Local Street Address: **(If different from above)**	3201 E Alexander Rd.	**Website:**	www.cdwg.com
City, State and Zip Code:	North Las Vegas, NV 89030	**Local Fax No:**	
Local Telephone No:	800.800.4239	**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)
Please see attached P4 Board and Officer listing		N/A

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.

Pam Janutolo — Digitally signed by Pam Janutolo Date: 2023.04.12 11:25:05 -04'00'
Signature

Pam Janutolo
Print Name

Manager Vetting and Forms
Title

4/10/2023
Date

REVISED 7/25/2014

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

CDW Corporate Structure including International Entities
as of 6/11/2021

Company	Title or Positions Held	Date of Current Title Change	Outside Boards	
			Company Name	Profit or Non-Profit
CDW GOVERNMENT LLC				
Illinois Limited Liability Company - Organized 12/31/2009, Manager Managed (a wholly owned subsidiary of CDW LLC)				
Principal Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061		CIK No.. 0001498446		
FEIN: 36-4230110	IL File No. 02909235	DUNS # 02-615-7235	NAICS #454113	
BOARD OF MANAGERS				
Christine A. Leahy				
Robert F. Kirby				
Christina V. Rother				
BOARD ELECTED OFFICERS				
Christine A. Leahy	Chief Executive Officer			
Robert F. Kirby	President			
Christina M. Corley	Chief Commercial and Operating Officer			
Collin B. Kebo	Senior Vice President and Chief Financial Officer			
Christina V. Rother	Senior Vice President - Strategic Initiatives			
Ilaria Mocciaro	Vice President, Controller and Chief Accounting Officer			
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary			
Frederick J. Kulevich	Secretary			
Pooja Bansal	Assistant Treasurer			
Timothy F. Chmielewski	Assistant Treasurer			
Mary Jo C. Georgen	Assistant Secretary			
Ann G. Mayberry	Assistant Secretary			
Shannon A. Toolis	Assistant Secretary			

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

Issue:	**Third Amendment to Agreement with Medline Industries, 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 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)***

FISCAL IMPACT:

Fund Number: 5430.011
Fund Name: CC Cap Equip Trans
Fund Center: 3000999901
Funded Pgm/Grant: N/A
Description: Sterile Stores Refresh Project
Bid/RFP/CBE: NRS 450.525 & 450.530 - GPO
Term: Remains unchanged – May 2, 2023
Amount: Amendment 3 – additional $200,000.00; Total cumulative funding is $505,000.00
Out Clause: 30 days w/o cause
Budget Act and Fiscal Fund Out

BACKGROUND:

On December 2020, UMC entered into an Agreement ("Agreement") with Medline Industries ("Medline") to provide consulting, design, and reorganization services for UMC's Warehouse and OR Central Stores. The First Amendment, effective May 3, 2022, extended the Agreement term through May 2, 2023, and increased the funding to an additional $60,000.00, and the Second Amendment, effective January 9, 2023, increased the funding of the Agreement to an additional $200,000.00 to support the increase in the cost of materials and travel.

This Third Amendment requests to increase the funding by an additional $200,000.00 to support the increase in the cost of materials and travel for the remainder of the Agreement term.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMC is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Central Supply Director 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
April 19, 2023

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Medlines currently holds a Clark County business license.

Third Amendment
to
Agreement for Warehouse and OR Central Stores Consulting, Design and Reorganization

This Third Amendment ("Third Amendment") to the Agreement for Warehouse and OR Central Stores Consulting, Design and Reorganization Project 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 Medline Industries, LP (f/k/a Medline Industries, Inc.) an Illinois limited partnership ("COMPANY") is made and entered into only when signed by both parties authorized representatives.

WHEREAS, the parties entered into an Agreement for Warehouse and OR Central Stores Consulting, Design and Reorganization Project to the Health Trust Purchasing Group, L.P. Master Distribution Agreement No. HPG-2008 Commitment Agreement for Acute Care or Surgery Center Participation or Group between Hospital and Company for Hospital's Warehouse and OR Central Stores Consulting, Design and Reorganization project (the "Project") executed on December 21, 2020 which was amended by the parties via a First Amendment on May 3, 2022, and a Second Amendment on January 9, 2023 (collectively, the "Agreement"); and

WHEREAS, HOSPITAL and COMPANY wish to further amend the Agreement in certain respects as provided in this Third Amendment as set forth below.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledge, HOSPITAL and COMPANY hereby agree as follows:

1. Add $200,000.00 in funding to the Agreement budget allowance to support the increase in the cost of materials and travel.
2. Except as expressly amended in this Third Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as of the date of countersignature below.

Medline Industries, LP.

Signature: Peter Saviola (Mar 13, 2023 10:19 CDT)

Printed Name: Peter Saviola

Title: VP Logistics & SCO Officer

Date: 03/13/2023

University Medical Center of Southern Nevada

Signature: _____

Printed Name: Mason Van Houweling

Title: Chief Executive

Date: _____

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

Issue:	**Professional Services Agreement (Pediatric Gastroenterology) with UNLV Medicine**	**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 Professional Services Agreement with 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)***

FISCAL IMPACT:

Fund #: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000861000 Funded Pgm/Grant: N/A
Description: Pediatric Gastroenterology On-Call Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 5/1/2023 to 4/30/2026 with two, 1-year options
Amount: $870.00 per day; NTE $317,550.00 annually or potential aggregate NTE $1,587,750.00 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

Since March 2020, UMC has had an agreement with UNLV Medicine ("UNLV") to provide pediatric gastroenterology on-call services ("Services").

This request is to enter into a new Professional Services Agreement for Group Physician On-Call Coverage ("Agreement") with UNLV to continue to provide the Services. UNLV will provide 24/7 consultative, emergency, and on-call pediatric gastroenterology services for UMC's inpatients and outpatients, including Emergency Department and Trauma Department patients, in accordance with the call 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 UNLV $870.00 per day of on-call services provided or a not-to-exceed amount of $317,550.00 annually. The term of the Agreement is from May 1, 2023 through April 30, 2026, with the

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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.

The Department of Business License has determined that UNLV is not required to obtain a Clark County business license nor a vendor registration since UNLV is part of Nevada System of Higher Education, which is an entity of the State of Nevada.

PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)

This Agreement, is made and entered into this 1st 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 **UNLV Medicine**, a Nevada nonprofit corporation, (hereinafter referred to as "UNLV Medicine" or "Entity"). Hospital and UNLV Medicine each may be individually referred to as a "party" and collectively referred to as "parties."

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

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

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

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

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

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

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 has 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 gastroenterology.

1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Pediatrics department.

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 Entity 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 services to Hospital's inpatients and outpatients, 24 hours per day/seven days per week in accordance with the Pediatric Gastroenterology rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. The Entity, by and through Member Physicians, 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 UNLVSOM 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 UNLVSOM'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 UNLV Medicine. UNLV Medicine shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event UNLV Medicine replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.

b. UNLV Medicine shall be fully responsible for the performance and supervision of any 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 Entity, 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 UNLV Medicine is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, UNLV Medicine 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 UNLV Medicine and Member Physicians.

a. UNLV Medicine represents and warrants that it:

i. UNLV Medicine, as a 501(c)(3), has a valid Nevada business identification number as well as all other filings to legally operate within Clark County and the State of Nevada. Furthermore, UNLV Medicine is currently in good standing with the Nevada Secretary of State and Department of Taxation, UNLVSOM holds all proper and necessary academic credentialing, certification, satisfactory graduate medical education surveys and approvals, as may be required of the ACGME or any equivalent group;
ii. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
v. is not restricted under any third party agreement from performing the obligations under this Agreement;
vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
vii. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. UNLV Medicine, on behalf of each of Entity's Member Physicians (and Advanced Practice Professionals as applicable), represents and warrants that he or she:

i. is board certified or board eligible (pursuant to Medical Staff's delineation of privileges) in pediatrics, as well as applicable subspecialty board certifications in gastroenterology;
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. Entity 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 Entity 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 Entity under this Agreement, it is mutually understood and agreed that Entity 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 Entity shall perform its work and functions.

2.6 Industrial Insurance.

a. As an independent contractor, Entity 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. Entity 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. Entity agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Entity does not maintain such coverage, Entity agrees that Hospital may withhold payment, order Entity to stop work, suspend this Agreement or terminate this Agreement.

2.7 Professional Liability Insurance. Entity shall carry professional liability insurance on its Member Physicians and Advanced Practice Professionals at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

2.8 Personal Expenses. Entity shall be responsible for all of the personal expenses of its 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 Member Physicians 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. UNLV Medicine shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. UNLV Medicine shall ensure that Member Physicians complete all patient charts in a timely manner in accordance with the standards 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. Entity 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". Entity 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. Entity agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations and any applicable state law. Entity agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Entity 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 Entity shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit Hospital, Entity and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital, Entity and Member Physician's 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. Entity 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. Entity 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 Entity upon request, and Hospital's Vaccine Policy, as may be amended from time to time. Entity'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 Entity to perform the Services under this Agreement (excluding Entity's private office space); however, Entity 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 Entity, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, UNLV Medicine shall directly bill patients and/or third party payers for all professional components. Hospital shall provide within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. UNLV Medicine's 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. UNLV Medicine 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. Entity 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, Entity agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

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

a. To use its best efforts to ensure that all claims by Entity for Entity'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 Entity 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 UNLV Medicine **$870.00 per day** of On-Call Services provided by

UNLV Medicine, or for an annual amount not-to-exceed $317,550.00. 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 UNLV Medicine 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. It is mutually agreed that the overall 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 May 1, 2023, and subject to Section 7.5, shall remain in effect through 11:59 p.m. on April 30, 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, Entity shall notify Hospital in writing of:

a. Any change of address of Entity;

b. Any change in membership or ownership of Entity;

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

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

e. Any other occurrence known to Entity that could materially impair the ability of Entity 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 Entity 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 ten (10) days (or such earlier time period required under this Agreement) after written notice of said breach:

i. Professional misconduct by any of Entity'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 Entity; or

ii. Conduct by any of Entity'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, Entity 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; or

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

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 Entity. 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 Entity 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; or

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

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

iv. Failure of Hospital to compensate Entity 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, Entity 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, Entity 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 Entity 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; provided however, Hospital acknowledges and agrees that UNLVSOM has assigned its right to receive all compensation arising out of this Agreement to UNLV Medicine. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 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 Entity shall be kept in the strictest confidence by Entity and its employees and contractors.

In addition, Entity 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.

7.8 Corporate Compliance. Entity 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, Entity 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 Entity 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. Entity is

expected to immediately notify Hospital of any actions by a workforce member which Entity 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. Entity will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Entity 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. Without waiving the limitations of governmental liability set forth in NRS Chapter 41, Entity 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 Entity, its employees, representatives, successors or assigns. Entity 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. Entity 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 Entity: UNLV School of Medicine, Third Floor
Attn: Joann Strobbe, M.Ed
3016 West Charleston Boulevard, Suite 205
Las Vegas, Nevada 89102

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Entity, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This Section will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.

7.25 Other Agreements. Entity and Hospital are parties under certain other agreements set forth below, if any:

a. A list of all of the professional services agreements between the parties can be found in a master list maintained by Hospital.

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

Entity:

UNLV Medicine

By:_____
Joann Strobbe, M.Ed
Chief Executive Officer

Hospital:

University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

The Entity's Services shall include the following:

On-Call Services:

a. 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 Entity upon request.

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

Clinical Services:

a. Entity shall provide Clinical Services in the best interests of Hospital's 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.

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

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

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physician(s):
Rebecca Scheer, MD
Rabea Alhosh, MD

EXHIBIT B
STANDARDS OF PERFORMANCE

Entity shall, and require that all Member Physicians shall, comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference. Those Standards of Performance are as follows:

a. Adhere to Hospital's established standards and policies for providing exceptional patient care and operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect;

b. If any Member Physicians are employed by UNLVSOM under the J-1 Visa waiver program, UNLVSOM will so advise Hospital, and UNLVSOM shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines;

c. Maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct;

d. Comply with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission, CMS and Hospital policy;

e. Be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol);

f. Assist Hospital with improvement of patient satisfaction and performance ratings;

g. Perform appropriate clinical documentation utilizing the Hospital EHR;

h. Provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA");

i. Comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Entity by Hospital. Specifically, Entity and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures;

j. Comply with Hospital's Affirmative Action/Equal Employment Opportunity Policy Statement;

k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage

for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event a Member Physician requires the services of a medical specialist, Entity shall use commercially reasonable efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Entity 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 continuity of care. However, nothing in this Agreement shall be construed to require a referral by Entity or any Member Physician;

m. Agree 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 Entity pursuant to this Agreement;

n. Meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections;

o. Work in the development and maintenance of key clinical protocols to standardize patient care;

p. Maintain compliance with applicable core value based measures that meet or exceed the national averages;

q. Maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Entity and Member Physicians;

r. Require 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. Upon request from Hospital, provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice. Hospital staff/analysts can support requested data collection in collaboration with Entity;

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

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

v. 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. Entity shall work with Hospital to reduce the thirty (30) day readmission rate for pediatric gastroenterology 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.

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

Issue:	**Fourth Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz**	**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 Fourth Amendment to Agreement with Shannon Kane-Saenz for Data Engineering Consultation; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000854000 Funded Pgm/Grant: N/A
Description: Data Engineering Consulting
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Amendment 4 – extend for one (1) year from 7/1/2023 to 6/30/2024
Amount: Amendment 4 – additional NTE $150,750.00; potential aggregate since inception of Agreement is NTE $636,750.00
Out Clause: 15 days w/o cause

BACKGROUND:

In March 2020, Shannon Kane-Saenz and UMC entered into an Agreement for Data Engineering Consulting, and amended via First Amendment on November 18, 2020, (collectively, the "Agreement") under which Shannon Kane-Saenz provides UMC with critical specialized data engineering services to support the Kaufman Hall Axiom and Epic Clarity platforms, among other things. The Second Amendment, effective June 10, 2021, extended the Agreement term through June 30, 2022 and increased the funding by an additional $150,000.00. The Third Amendment, effective April 11, 2022, extended the Agreement term through June 30, 2023 and increased the funding by an additional $167,000.00.

This Fourth Amendment requests to extend the Agreement term through June 30, 2024, and increase the funding by an additional $150,750.00 for a new not-to-exceed total amount of $636,750.00. All other terms of the Agreement remain unchanged.

UMC's Chief Information Officer 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
April 19, 2023

Agenda Item #
14

FOURTH AMENDMENT TO
AGREEMENT FOR DATA ENGINEERING CONSULTATION

This Fourth Amendment ("Fourth Amendment") to the Agreement for Data Engineering Consultation, is effective July 1, 2023 ("Fourth Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada** (**"Hospital"**), and **Shannon Kane-Saenz** (**"Consultant"**).

WHEREAS, Hospital and Consultant entered into to that certain Agreement for Data Engineering Consultation, having an effective date of March 30, 2020, First Amendment to Agreement for Data Engineering Consultation, effective as of November 18, 2020, Second Amendment to Agreement for Data Engineering Consultation effective as of June 10, 2021, and Third Amendment to Agreement for Data Engineering Consultation effective as of April 11, 2022 (collectively, the "Agreement"); and

WHEREAS, Hospital and Consultant wish to further amend the Agreement in certain respects as provided in this Fourth Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Hospital and Consultant hereby agree as follows:

1. Section I: Term of Agreement is hereby amended to extend the Term through June 30, 2024.
2. Section II, Part A (1) shall be deleted in its entirety and replaced with the following:

   "Hospital agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed fee of $636,750.00 for the Term. It is expressly understood that the entire Scope of Work defined in Exhibit A must be completed by CONSULTANT and it shall be CONSULTANT's responsibility to ensure that hours and tasks are properly budgeted so the entire Project is completed for the said fee."
3. Exhibit A "Travel: any travel will be pre-approved by Hospital and governed by UMC's Travel Policy. Travel Funding shall not exceed $2,000 and shall be funded from the total Not to Exceed amount of $484,000." Shall be deleted and replaced by "Travel: any travel will be pre-approved by Hospital and governed by UMC's Travel Policy. Travel Funding shall not exceed $4,000 and shall be funded from the total Not to Exceed amount of $636,750.00."
4. Except as expressly amended in this Fourth Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the date set forth below.

COMPANY:

SHANNON KANE-SAENZ

By:  3/20/2023

Shannon Kane-Saenz DATE

Owner
HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

MASON VAN HOUWELING DATE
Chief Executive Office

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:

Corporate/Business Entity Name:	Shannon Kane-Saenz	
(Include d.b.a., if applicable)		
Street Address:	52046 No. Hwy. 245	**Website:**
City, State and Zip Code:	Miramonte, Ca. 93641	**POC Name:** **Email:** shannon@kanesaenz.com
Telephone No:	559-336-2105	**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)

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

Shannon Kane-Saenz
Print Name

Database Engineer
Title

3-10-2022
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

* 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 One to RFP 2020-18 Service Agreement with RSource, LLC d/b/a Knowtion Health**	**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 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)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000853000
Funded Pgm/Grant: N/A
Description: Clinical Denial Services
Bid/RFP/CBE: RFP 2020-18
Term: Amendment 1 – same Term
Amount: Amendment 1 – additional NTE $4,000,000.00; new aggregate amount of NTE $5,500,000.00
Out Clause: 30 days w/o cause

BACKGROUND:

On January 27, 2021, the Governing Board awarded RFP 2020-18 Service Agreement for Clinical Denial Services ("Agreement') with RSource, LLC ("RSource"). RSource provides clinical denial services through billing, appeals, follow-up and collection activities related to such patient accounts. UMC agreed to compensate RSource a not-to-exceed amount of $1,500,000.00 for the period from March 1, 2021 through February 28, 2024, with two, 1-year extension options. Either party may terminate this Agreement without cause with a 30-day written notice to the other.

This Amendment One requests to increase the funding by an additional not-to-exceed amount of $4,000,000.00, and update the business name to RSource, LLC d/b/a Knowtion Health. Staff also requests authorization for the Hospital CEO to execute future amendments within the not-to-exceed amount of this Agreement if deemed beneficial to UMC.

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

RSource currently holds an active Clark County vendor registration.

Cleared for Agenda
April 19, 2023

Agenda Item #
15

AMENDMENT ONE TO RFP 2020-18 SERVICE AGREEMENT FOR CLINICAL DENIAL SERVICES

This Amendment One ("**Amendment**") is made and entered into as of this 26th day of April, 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 RSOURCE, LLC D/B/A KNOWTION HEALTH (hereinafter referred to as "**COMPANY**").

RECITALS:

WHEREAS, the parties entered into a Service Agreement dated March 1, 2021 (hereinafter referred to as "**Agreement**") for clinical denial services; 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. Any and all reference to "RSource, LLC d/b/a RSource Healthcare" shall be deleted and replaced with "RSource, LLC d/b/a Knowtion Health."

2. The funding for the Agreement is hereby amended to add an additional not to exceed amount of $4,000,000 for the Term of the Agreement.

3. 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.

4. 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.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

COMPANY:
RSOURCE, LLC D/B/A KNOWTION HEALTH

By: Jayson Yardley
~~Suzannah Pague, Esq.~~ Jayson Yardley
~~General Counsel &~~ Chief Executive Officer
~~EVP Client Development~~

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☒ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 1

Corporate/Business Entity Name:	RSource, LLC	
(Include d.b.a., if applicable)	d/b/a Knowtion Health	
Street Address:	433 Plaza Real, Suite 255	**Website:** www.knowtionhealth.com
City, State and Zip Code:	Boca Raton, FL 33432	**POC Name:** Brea Wright, VP Client Services **Email: :** bwright@KnowtionHealth.com
Telephone No:	561-995-1252	**Fax No:** 561-995-1253
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** www.knowtionhealth.com
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** N/A **Email:** N/A

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)
RSource Holdings, LLC	holding company	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.

Jayson Yardley	Jayson Yardley
Signature	Print Name
CEO	4-5-2023
Title	Date

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

Issue:	**Purchase Agreement with Mindray DS USA, 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 Purchase Agreement with Mindray DS USA, Inc. for ultrasound systems; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011
Fund Center: 30007021000
Description: Ultrasound Systems
Bid/RFP/CBE: NRS 450.525 & 450.530 - GPO
Term: Estimated 1 year or project completion
Amount: NTE $854,209.00
Out Clause: N/A

Fund Name: CC Cap Equip Trans
Funded Pgm/Grant: N/A

BACKGROUND:

This request is for ratification of the Proposal Summary and Quote ("Agreement") with Mindray DS USA, Inc. ("Mindray") for the purchase of ultrasound systems and associated peripherals. Mindray will also install the ultrasound systems in UMC's operating room, post anesthesia care unit, and emergency room. The installation is estimated to take place over the course of one year, and UMC will compensate Mindray a not-to-exceed amount of $854,209.00 for the equipment and installation. This purchase needed to be entered into immediately to take advantage of favorable pricing discounts.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMC is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Surgical Services reviewed and recommends ratification of this Agreement. This Agreement was approved as to form by UMC's Office of General Counsel.

Mindray currently holds a Clark County vendor registration.

Cleared for Agenda
April 19, 2023

Agenda Item #
16

A GLOBAL LEADER IN PATIENT MONITORING, ANESTHESIA AND ULTRASOUND SYSTEMS

PROPOSAL FOR:

UNIVERSITY MEDICAL CENTER

PREPARED BY:
Timothy Schmidt
Mar 22, 2023



monitoring | anesthesia | ultrasound

Proposal Summary

Proposal Date:	Mar 22, 2023	Mindray DS USA, Inc.
Proposal Number:	Q-109785	800 MacArthur Blvd.
Proposal Exp. Date:	Mar 31, 2023	Mahwah, NJ 07430
Sales Rep:	Timothy Schmidt	Tel: 201-995-8000
Proposal For:	UNIVERSITY MEDICAL CENTER	Fax: 800.266.9624

Contact:	Janet David-Lustina
Title:	Director of Pre-Operative
Phone:	(702) 806-7060
Email:	janet.davidlustina@umcsn.com

Total Price By Department

Operating Room

Department Name	List Price	Departmental Discount	Net Price
Operating Room	USD 643,700.00	USD -361,390.00	USD 282,310.00
		Operating Room TOTAL:	USD 282,310.00

PACU

Department Name	List Price	Departmental Discount	Net Price
PACU	USD 97,700.00	USD -50,900.00	USD 46,800.00
		PACU TOTAL:	USD 46,800.00

Emergency

Department Name	List Price	Departmental Discount	Net Price
Emergency	USD 1,114,225.00	USD -592,100.00	USD 522,125.00
		Emergency TOTAL:	USD 522,125.00

TOTAL: USD 851,235.00

To: Janet David-Lustina
UNIVERSITY MEDICAL CENTER
1800 W. CHARLESTON
LAS VEGAS, NV 89102

Affiliation: HIND

Sales Representative: Timothy Schmidt
Quote Number: Q-109785

Proposal Date: Mar 22, 2023

Phone: +1 4803953168
E-mail: t.schmidt@mindray.com

Operating Room

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
1	121-002131-00	TE7 Max Advanced Ultrasound System Sales BOM, Three transducer connectors, 21.5-inch Seamless Touch Screen, 21.5-inch Seamless Touch Screen, iBeam™ (Spatial Compounding Imaging), iClear™ (Speckle Suppression Imaging), iTouch™ (Auto Image Optimization), Smart Track (Real Time Color Flow Tracking and Optimization), Qpath™ Access, CW Doppler, TDI Tissue Doppler, Auto EF, Smart B-Lines, Smart VTI, Smart IVC, iWorks, Smart Bladder, DICOM Basic, HL7 worklist, MPPS, Query/Retrieve & Dicom Structured Report for Cardiac, Vascular, OB/GYN, Breast, Small parts, Shared Service Package include: Abdomen/General, Obstectrics, Gynecology, Cardiac, Small parts, Urology, Vascular, Nerve, Emergency, Critical Care & Pediatric orthopedic package, Cyber Security, iScanHelper, Lithium-ion Battery Pack (Built-in Main Unit), Internal Wifi, iVocal.	USD 55,000.00	USD 25,740.00	6	USD 154,440.00
2	120-018861-00	L12-3RCs Linear array transducer	USD 12,500.00	USD 5,850.00	6	USD 35,100.00
3	120-013737-00	SP5-1Ns Phased array transducer	USD 12,500.00	USD 5,850.00	2	USD 11,700.00
4	120-018839-00	SC5-1Ns Convex array transducer	USD 12,500.00	USD 5,850.00	1	USD 5,850.00
5	120-021851-00	P8-2Ts,Phased array	USD 40,000.00	USD 18,720.00	3	USD 56,160.00
6	0028E-PA00003	UMT-400 Plus mobile trolley Retractable power cable and AC adapter Height adjustable Cable management Storage bin Gel holder, towelette holster and Printer bracket	USD 3,700.00	USD 2,497.50	6	USD 14,985.00
7	121-001321-00	TE7 Printer and Cable Package	USD 1,500.00	USD 1,012.50	6	USD 6,075.00
8	NTI-COMP-TRADE	Trade-in of competitive equipment.	USD 0.00	USD -500.00	4	USD -2,000.00
9	120-018857-00	L20-5s Linear array transducer	USD 12,500.00	USD 0.00	4	USD 0.00
				Operating Room TOTAL:		USD 282,310.00

PACU

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
10	121-002131-00	TE7 Max Advanced Ultrasound System Sales BOM, Three transducer connectors, 21.5-inch Seamless Touch Screen, 21.5-inch Seamless Touch Screen, iBeam™ (Spatial Compounding Imaging), iClear™ (Speckle Suppression Imaging), iTouch™ (Auto Image Optimization), Smart Track (Real Time Color Flow Tracking and Optimization), Qpath™ Access, CW Doppler, TDI Tissue Doppler, Auto EF, Smart B-Lines, Smart VTI, Smart IVC, iWorks, Smart Bladder, DICOM Basic, HL7 worklist, MPPS, Query/Retrieve & Dicom Structured Report for Cardiac, Vascular, OB/GYN, Breast, Small parts, Shared Service Package include: Abdomen/General, Obstectrics, Gynecology, Cardiac, Small parts, Urology, Vascular, Nerve, Emergency, Critical Care & Pediatric orthopedic package, Cyber Security, iScanHelper, Lithium-ion Battery Pack (Built-in Main Unit), Internal Wifi, iVocal.	USD 55,000.00	USD 25,740.00	1	USD 25,740.00
11	120-018861-00	L12-3RCs Linear array transducer	USD 12,500.00	USD 5,850.00	1	USD 5,850.00
12	120-013737-00	SP5-1Ns Phased array transducer	USD 12,500.00	USD 5,850.00	1	USD 5,850.00
13	120-018839-00	SC5-1Ns Convex array transducer	USD 12,500.00	USD 5,850.00	1	USD 5,850.00
14	121-001321-00	TE7 Printer and Cable Package	USD 1,500.00	USD 1,012.50	1	USD 1,012.50
15	0028E-PA00003	UMT-400 Plus mobile trolley Retractable power cable and AC adapter Height adjustable Cable management Storage bin Gel holder, towelette holster and Printer bracket	USD 3,700.00	USD 2,497.50	1	USD 2,497.50
				PACU TOTAL:		USD 46,800.00

Emergency

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
16	121-002254-00	TE X Plus Diagnostic Ultrasound System Sales BOM (2149E-PA00002) Four transducer connectors, 23.8-inch Seamless Touch Screen, iBeam™ (Spatial Compounding Imaging), iClear™ (Speckle Suppression Imaging), iTouch™ (Auto Image Optimization), Smart Track (Real Time Color Flow Tracking and Optimization), Qpath™ Access, CW Doppler, TDI Tissue Doppler, Smart TTQA, Auto EF Plus, Auto DFR (Auto Diastolic function E/ A E/E' measurement), Smart Echovue(Auto detect the heart standard plane), Smart B-Lines, Smart VTI, Smart IVC, Shock Application #Shock diagram and workflow), Respiration Application (Respiration diagram and workflow), Trauma Application #Trauma/eFast diagram and workflow), iWorks, Smart FHR OB1, Smart Nerve (Auto detect Brachial plexus), DICOM Basic, HL7 worklist, MPPS, Query/Retrieve & Dicom Structured Report for Cardiac, Vascular, OB/GYN, Breast, Small parts, Abdomen, Shared Service Package include: Abdomen/General, Obstectrics, Gynecology, Cardiac, Small parts, Urology, Vascular, Nerve, Emergency & Pediatric package, ClamAV #anti-virus SW under Linux), iScanHelper, Lithium-ion Battery Pack (6 Battery Configuration), Mobile Trolley Retractable Cord & Towlette Holder, Internal Wifi, TE Air i3P	USD 92,500.00	USD 43,290.00	6	USD 259,740.00
17	120-018883-00	SC6-1s Convex Transducers	USD 12,500.00	USD 5,850.00	7	USD 40,950.00
18	120-018861-00	L12-3RCs Linear array transducer	USD 12,500.00	USD 5,850.00	8	USD 46,800.00
19	120-002703-00	SP5-1s single crystal phased array transducer. Suggested applications: Adult Cardiac, Pediatric Cardiac, Adult Cranial, Adult Abdominal. Bandwidth*: 1.1-4.4 MHz. Needle guide bracket: NGB-011	USD 12,500.00	USD 5,850.00	7	USD 40,950.00
20	120-021851-00	P8-2Ts,Phased array	USD 40,000.00	USD 18,720.00	1	USD 18,720.00
21	115-081986-00	Air Station (wireless charging dock station)	USD 2,000.00	USD 1,350.00	7	USD 9,450.00
22	115-081976-00	Air Probe Charging module on the back of Cart	USD 1,000.00	USD 675.00	7	USD 4,725.00
23	NTI-COMP-TRADE	Trade-in of competitive equipment.	USD 0.00	USD -2,500.00	4	USD -10,000.00
24	GRP-GBP-TEX	Golden Bridge Program, TE X, No Charge Transducers: Choose only one per trade in.	USD 0.00	USD 0.00	4	USD 0.00
25	120-018847-00	V11-3Hs Endocavity convex array transducer	USD 10,000.00	USD 0.00	4	USD 0.00

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
26	121-002254-00	TE X Plus Diagnostic Ultrasound System Sales BOM (2149E-PA00002) Four transducer connectors, 23.8-inch Seamless Touch Screen, iBeam™ (Spatial Compounding Imaging), iClear™ (Speckle Suppression Imaging), iTouch™ (Auto Image Optimization), Smart Track (Real Time Color Flow Tracking and Optimization), Qpath™ Access, CW Doppler, TDI Tissue Doppler, Smart TTQA, Auto EF Plus, Auto DFR (Auto Diastolic function E/ A E/E' measurement), Smart Echovue(Auto detect the heart standard plane), Smart B-Lines, Smart VTI, Smart IVC, Shock Application #Shock diagram and workflow), Respiration Application (Respiration diagram and workflow), Trauma Application #Trauma/eFast diagram and workflow), iWorks, Smart FHR OB1, Smart Nerve (Auto detect Brachial plexus), DICOM Basic, HL7 worklist, MPPS, Query/Retrieve & Dicom Structured Report for Cardiac, Vascular, OB/GYN, Breast, Small parts, Abdomen, Shared Service Package include: Abdomen/General, Obstectrics, Gynecology, Cardiac, Small parts, Urology, Vascular, Nerve, Emergency & Pediatric package, ClamAV #anti-virus SW under Linux), iScanHelper, Lithium-ion Battery Pack (6 Battery Configuration), Mobile Trolley Retractable Cord & Towlette Holder, Internal Wifi, TE Air i3P	USD 92,500.00	USD 43,290.00	1	USD 43,290.00
27	NTI-COMP-TRADE	Trade-in of competitive equipment.	USD 0.00	USD -2,500.00	1	USD -2,500.00
28	GRP-GBP-TEX	Golden Bridge Program, TE X, No Charge Transducers: Choose only one per trade in.	USD 0.00	USD 0.00	1	USD 0.00
29	120-012542-00	L12-3RCs Ultrasonic Transducer	USD 12,500.00	USD 0.00	1	USD 0.00
30	803-071081-00	Total Care - Accidental Damage Coverage Ultrasound System and 3 Probes under Standard Warranty (4 exchanges over term)	USD 11,175.00	USD 10,000.00	7	USD 70,000.00
				Emergency TOTAL:		USD 522,125.00

To:	Janet David-Lustina UNIVERSITY MEDICAL CENTER 1800 W. CHARLESTON LAS VEGAS, NV 89102	**Sales Representative:** **Quote Number:**	Timothy Schmidt Q-109785
		Proposal Date:	Mar 22, 2023
		Phone:	+1 4803953168
Affiliation:	HIND	**E-mail:**	t.schmidt@mindray.com

Affiliation Notes: HPG Independents - HIND - (HealthTrust Purchasing Group)
Patient Monitoring Contract # 500028 - Vital Signs #70090 - Standard One Year-On Site Warranty for parts & labor on
Passport Monitors, T1 Monitor, Gas Module & Central Stations. (Central Stations additional 1 year extended warranty). Standard Three Year Mail-In Warranty on Accutorr Monitors, VS9 Monitors, N Series Monitors - Standard 5 year warranty. EPM Monitors - Standard 3 Year
Ultrasound Contract #4954 - M7, M9, TE5, TE7, TE7 Max, TEX Ultrasound Machines & Transducers (Excluding 4D & TEE Transducers - Standard one year) have a standard five year warranty.
Resona7, Resona I9 Ultrasound Machine & Transducers - Standard 5 Year Warranty. ME8 - Standard 5 Years, DC-90 - Standard 5 year warranty. ZS3 ultrasound systems include a 5 year warranty except for the TEE, 3d and Aux transducers which all carry a 1 year warranty. ZOne Pro Ultra systems include a 5 year warranty except for the TEE and any refurbished transducers which carry the first year warranty.
Anesthesia Contract #4957 - Anesthesia Machines - Standard three year warranty.
DEMO EQUIPMENT and ACCESSORIES (6 MONTHS ONLY)

Payment Terms: Net 45 (Subject to Credit Approval)

Shipping Terms: F.O.B. ORIGIN (CUSTOMER PAYS FREIGHT)
"To ensure on-time delivery of your orders, Mindray may drop ship products directly from our overseas factories or distribution warehouses"

Proposal Notes: QUOTE INCLUDES (2) EMERGENCY TOOL KITS CONSISTING OF 3 PROBES EACH WHICH WILL BE KEPT ON SITE IN THE CASE OF A PROBE BEING DAMAGED. ALSO INCLUDES
(4) PROBE EXCHANGES PER SYSTEM OVER THE 5 YEAR WARRANTY, NO QUESTIONS ASKED. 3 BATTERY SET REPLACEMENTS PER SYSTEM AT NO ADDITIONAL COST OVER THE 5
YEAR TERM

FREIGHT COST: $2974
INCLUDES INSIDE DELIVERY AND LIFTGATE

Product Notes: Biomedical training credits issued to customers at the time of sale, are for the sole use of employees of the facility purchasing the equipment, and are non transferable.

Central Station - Hospitals, or buying groups, that require special containment procedures while opening plenum spaces including the use of a negative chamber tent system will be billed separately for the containment costs. These cost will include, but not be limited to, rental of a containment system, plus the additional cost incurred by the cable installer and the Mindray Representative who are required to use the system. This will also apply to any containment costs incurred after the installation for Mindray Representatives when performing maintenance on the system.

Trash Removal responsibility
Mindray is not responsible for the disposal of packing material associated with newly installed Mindray products. Mindray will work with the customer to collect and centralize the packing material

for ease of disposal by the customers' personnel. The customer will be responsible for sorting and disposal of packing material.

De-Installation of existing cabling
Mindray is not responsible for the de-installation of existing cabling associated with an existing patient monitoring system. Mindray will provide this service on a time and material basis in the event that the customer would like to have this work done by Mindray at the time of the installation. Customer will be responsible for pulling of cable and certification, if these items are not charged on the body of this quote.

Fiber Optics Requirements
In the event that fiber optics network runs are necessary due to the location of the central rack, then it will be the customer's responsibility to add the necessary fiber optic run(s). Mindray Technology service will provide this service on a T+M basis in the event that the customer would like to have this work done by Mindray.

Pricing for cable pull and certification is based on nonunion labor. If Union labor is required customer will be invoiced for any additional cost. Pricing for cablepull includes installation of cables above ceilings or any horizontal/vertical pathways and shall be supported per BISCI standards utilizing communications rated J-hooks. Pricing does not include major structural changes to go between walls or floors, e.g., penetration of interior or exterior cement walls or the installation of conduit/Raceway.

Core Drilling requirements
In the event that core drilling (i.e drilling between floors to accommodate network runs) is required to complete an installation, the customer will be responsible for customary costs associated with this work. Mindray Technology Services will provide this service on a T+M basis if requested by the customer.
(Customary charges are approximately $450 each)
Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.

Product Notes:

Please complete at time of purchase:

Uncrating Needed: YES / NO

Receiving Dock Hours: _____

Debris Removal: YES / NO

Lift Gate Required: YES / NO

Prior Notification: YES / NO

Inside Delivery Required: YES / NO

Contact Name: _____

Department: _____

Contact Phone #(s) _____

E-mail Address(s) _____

Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.

This quotation contains no provisions for Biomedical training tuition or credits.

If your terms are Cash-in-advance, please remit check directly to:

Mindray DS USA, Inc. 24312 Network Place, Chicago, IL 60673-1243

Total Price By Department

Operating Room

Department Name	List Price	Departmental Discount	Net Price
Operating Room	USD 643,700.00	USD -361,390.00	USD 282,310.00
		Operating Room TOTAL:	USD 282,310.00

PACU

Department Name	List Price	Departmental Discount	Net Price
PACU	USD 97,700.00	USD -50,900.00	USD 46,800.00
		PACU TOTAL:	USD 46,800.00

Emergency

Department Name	List Price	Departmental Discount	Net Price
Emergency	USD 1,114,225.00	USD -592,100.00	USD 522,125.00
		Emergency TOTAL:	USD 522,125.00

TOTAL: USD 851,235.00

Quotation

Total List Amount	**USD 1,855,625.00**
Total GPO Discount	**USD 879,165.00**
Total Additional Discount/TradeIn	**USD 125,225.00**
Total Net Amount	**USD 851,235.00**

Mindray Capital Leasing Options

Monthly Lease Payment Amount:	**36 months** USD 27,128.86 **48 months** USD 21,119.14 **60 months** USD 17,509.90
Leasing Notes:	This quote is non-binding and is subject to credit approval and acceptance by Mindray Capital. Monthly payments do not include applicable freight and taxes.

Total Net Price For Purchase: **USD 851,235.00**

To: Janet David-Lustina
UNIVERSITY MEDICAL CENTER
1800 W. CHARLESTON
LAS VEGAS, NV 89102

Affiliation: HIND

Sales Representative: Timothy Schmidt
Quote Number: Q-109785

Proposal Date: Mar 22, 2023

Phone: +1 4803953168
E-mail: t.schmidt@mindray.com

Title of Buyer	Printed Name of the Buyer
Chief Executive Officer	Mason Van Houweling

Purchase Order Number	Date	Signature of the Buyer
	3/28/23	Mason Van Houweling

Ship to Address:

Bill to Address:

Mindray North America now has a $150 minimum order policy.
Unless otherwise stated, the total net price of this quotation does not include, freight or sales tax.

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:	Mindray DS USA, Inc.	
(Include d.b.a., if applicable)	Mindray North America	
Street Address:	800 MacArthur Blvd.	**Website: mindraynorthamerica.com**
City, State and Zip Code:	Mahwah, NJ 07430	**POC Name: Tim Schmidt** **Email:t.schmidt@mindray.com**
Telephone No:	(800)288-2121	**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)
Wayne Quinn	President	
John Du	Treasurer	
Fernando Vega	Secretary	

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 — Fernando Vega (Print Name)

Sr. Corporate Counsel (Title) — 3/23/23 (Date)

REVISED 7/25/2014

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 to Master Agreement for Energy Management Services with Kinect Energy, 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 to Master Agreement with Kinect Energy, Inc. for Energy Management Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 300084800
Description: Energy Management Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Remains unchanged – through July 31, 2023
Amount: Amendment 1 – additional NTE $1,800,000.00
Out Clause: 30 days w/o cause

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

BACKGROUND:

On August 29, 2018, the Governing Board approved the Master Agreement for Energy Management Services ("Agreement") with U.S. Energy Services Inc., n/k/a Kinect Energy, Inc. ("Kinect") to provide advisory, consulting, and procurement services to obtain natural gas directly from the source eliminating additional surcharges from distributers. The initial Agreement term was from September 1, 2018 through July 31, 2021, with the option to extend for two (2) additional one-year periods unless terminated without cause with a 60-day notice, with a not-to-exceed amount of $466,000.00 per year. The First Amendment, effective August 28, 2021, extended the Agreement term through July 31, 2022, and the Second Amendment, effective July 28, 2022, extended the Agreement term through July 31, 2023.

This Amendment (Third) requests to increase the funding under the Agreement by an additional not-to-exceed amount of $1,800,000.00 to support the increase in natural gas prices for the remainder of the term.

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.

Kinect currently holds a Clark County business license.

Cleared for Agenda
April 19, 2023

Agenda Item #
17

AMENDMENT TO MASTER AGREEMENT FOR ENERGY MANAGEMENT SERVICES AGREEMENT

Kinect Energy, Inc. (f/k/a U.S. Energy Services, Inc.) ("Kinect Energy") and University Medical Center of Southern Nevada ("Client") entered into a Master Agreement for Energy Management Services, dated September 1, 2018, related to the provision of energy management services (the "Agreement"). Each entity named above may also be referred to as a "Party" or collectively as the "Parties."

Whereas, Kinect Energy and Client wish to amend the terms of the Agreement by entering into this amendment (the "Amendment").

Now, therefore, in consideration of the promises and the terms and conditions set forth in this Amendment, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, the Agreement is amended as follows:

The Section 1.02 Service Provider's Fees, Billing and Payment, Item (F) Total Costs is hereby deleted and replaced with the following:

Total Costs

All costs and fees, expenses, etc., associated with this Agreement shall not exceed $4,334,637.41.

The original provisions of the Agreement control for any matter not specifically included in this Amendment. The Agreement, as amended, constitutes the entire agreement of the Parties with respect to the subject matter thereof.

Agreed to and Accepted by:

University Medical Center of Southern Nevada

By: _____

Name: _____

Title: _____

Date: _____

Kinect Energy, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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:

Corporate/Business Entity Name:	World Fuel Services, Inc.		
(Include d.b.a., if applicable)	(wholly-owned subsidiary of World Fuel Services Corporation		
Street Address:	9800 NW 41st Street, Suite 400	**Website:**	www.wfscorp.com
City, State and Zip Code:	Miami, FL 33178-2980	**POC Name:** **Email:**	Dan Schroeder dschroeder@wfscorp.com
Telephone No:	763-543-4624	**Fax No:**	763-543-4603
Nevada Local Street Address: **(If different from above)**	N/A	**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)
Michael J. Kasbar	Chairman and Chief Executive Officer	
Ira M. Burns	Executive Vice President and Chief Financial Officer	
John P. Rau	Executive Vice President of Global Aviation, Marine and Land	

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.

Dianne Wahl (Jul 8, 2022 14:26 CDT) — Signature

Dianne K. Wahl — Print Name

Director, Client Credit and Contract Services — Title

7/08/2022 — Date

REVISED 7/25/2014

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:	**License and Support Agreement funding with Epic Systems Corporation**	**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, 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)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000854000 Funded Pgm/Grant: N/A
Description: Electronic Health Record System and Hosting Services
Bid/RFP/CBE: RFI 2015-09
Term: Five (5) years from 7/1/2022 to 6/30/2027
Amount: NTE $33,122,863.00
Out Clause: In accordance with Agreement's Termination for Cause provisions

BACKGROUND:

On April 20, 2016, the Board of Hospital Trustees awarded Request for Information No. 2015-09 to Epic Systems Corporation ("Epic") for the acquisition of a new electronic health record system and hosting services which includes software licenses, implementation, testing, training and maintenance services.

Epic provides a fully integrated application suite that includes inpatient and outpatient clinical operations, revenue cycle, analytics, population management, patient access, mobile platforms, and eHealth apps. During this next 5-year operational period, UMC agrees to compensate Epic a not-to-exceed amount of $33,122,863.00 for the period July 1, 2022 through June 30, 2027 for software subscription licenses, maintenance and hosting fees.

UMC's Chief Information Officer has reviewed and recommends approval of this request. This request has been reviewed by UMC's Office of General Counsel.

Epic currently holds a Clark County business license.

Cleared for Agenda
April 19, 2023

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A complete copy of the Hosting Services Agreement with Epic Hosting LLC and License and Support Agreement with Epic Systems Corporation is on file at UMC Legal Department at 1800 West Charleston Blvd., Las Vegas, NV 89102.

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: 3

Corporate/Business Entity Name:	EPIC SYSTEMS CORPORATION		
(Include d.b.a., if applicable)			
Street Address:	1979 MILKY WAY	**Website:**	WWW.EPIC.COM
City, State and Zip Code:	VERONA, WI 53593	**POC Name:**	ERIC LEE
		Email:	EGLEE@EPIC.COM
Telephone No:	608-271-9000	**Fax No:**	608-271-7237
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)
JUDY FAULKNER	CEO	> 5%

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

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

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

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

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

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

Signature

HUNTER SMITH
Print Name

TAX ANALYST
Title

4-18-23
Date

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

Issue:	**Managed Service Provider Agreement with AMN Healthcare, 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 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)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: Various
Funded Pgm/Grant: N/A
Description: Temporary and Permanent Staffing Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: For each Service Line Exhibit, three (3) years from Go Live Date with two, 1-year options
Amount: NTE $46,000,000 million per year
Out Clause: 60 days w/o cause after the first (1st) year of the earliest Go Live Date related to any of the Service Line Exhibits

BACKGROUND:

This request is to enter into a new Managed Service Provider Agreement ("Agreement") with AMN Healthcare, Inc. ("AMN"). AMN will provide temporary and permanent staffing services of clinical, non-clinical and leadership positions in critical need areas of the hospital to include the staffing of travel nurses and locum tenens physicians. Through this agreement, AMN will provide a complete managed services program for UMC to manage its contingent workforce. Staff also requests authorization for the Hospital CEO to exercise any extension options and execute any applicable candidate request forms and amendments within the not-to-exceed amount of this Agreement if deemed beneficial to UMC.

UMC will compensate AMN a NTE amount of $46,000,000 per year for up to five (5) years for services performed. Either party may terminate this Agreement at any time without cause with a 60-day notice after the first (1st) year of the earliest Go Live Date related to any of the Service Line Exhibits.

Cleared for Agenda
April 19, 2023

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

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

MANAGED SERVICE PROVIDER AGREEMENT

This Managed Service Provider Agreement ("Agreement") is made by and between AMN Healthcare, Inc., a Nevada corporation located at 8840 Cypress Waters Boulevard, Suite 300, Dallas, TX 75019 (hereinafter referred to as "AMN"), and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes located at 1800 West Charleston Boulevard, Las Vegas, NV 89102 (hereinafter referred to as "Client") to be effective as of the date of last signature as set forth below ("Effective Date").

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace the Master Services Agreement for Health Information Management staffing services dated December 19, 2022;

WHEREAS, Client now requires managed services for the provision of supplier temporary or full-time conversion staffing services ("Services");

WHEREAS, AMN is in the business of providing such Services and is willing to provide these Services to Client; and

WHEREAS, Client has requested AMN to perform such Services for each of Client's facility(ies) as set forth in **Exhibit B** for whom Client remains financially responsible ("Facility(ies)").

NOW THEREFORE, IN CONSIDERATION of the mutual agreements and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and AMN agree as follows:

1. **Term of Agreement.** This Agreement shall commence as of the Effective Date and shall continue in effect for a period of three (3) years ("Initial Term"), unless earlier terminated by either party as set forth in Section 6. At the end of the Initial Term, this Agreement shall automatically renew on a yearly basis and continue to govern for so long as a Service Line Exhibit remains in effect (each an "Extension Term"). The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." The terms of this Agreement, where the context so indicates, shall survive termination or expiration of this Agreement.

2. **Scope of Services.**

   (a) This Agreement covers the management of supplier temporary and full-time conversion staffing services routinely performed by AMN for the specific positions and pursuant to the terms set forth in each of the following Service Line Exhibits attached hereto and incorporated herein by reference for Client's owned Facility(ies) set forth in **Exhibit B**:

   (i) Exhibit A-1 – Service Line Exhibit (Nurse and Allied Clinical Staffing)
   (ii) Exhibit A-2 – Service Line Exhibit (Locum Tenens Staffing)
   (iii) Exhibit A-3 – Service Line Exhibit (Non-Clinical Staffing)
   (iv) Exhibit A-4 – Service Line Exhibit (Interim Leadership Provider Staffing)
   (v) Exhibit A-5 – Service Line Exhibit (Revenue Cycle Staffing)
   (vi) Exhibit A-6 – Service Line Exhibit (International Nurse Staffing)
   (vii) Exhibit A-7 – Service Line Exhibit (Payroll Staffing)
   (viii) Exhibit A-8 – Service Line Exhibit (Executive Search)

   (b) The terms set forth in a Service Line Exhibit shall be specific to the service line included in this Agreement and shall not apply to other Service Line Exhibits. AMN will begin providing Services following implementation of the Managed Service Provider ("MSP") program on a date to be mutually agreed to in writing by the parties following the Effective Date ("Go Live Date"). Additional Service Line Exhibits may be subsequently added by the parties upon written mutual amendment to this Agreement with a Go Live Date specific to that Service Line Exhibit as agreed to in writing by the parties.

(c) Order Management.

(i) Client shall place all job orders with AMN for the specific positions/specialties (hereinafter referred to as "Provider(s)") as set forth in the applicable Service Line Exhibit(s).

(ii) AMN will serve as the administrator of the MSP program as set forth in this Agreement, which will include tasks such as: identifying third-party staffing sources to fulfill Client orders; acting as the liaison between Client, the Affiliated Companies and Subcontractors (as defined below); and providing consolidated invoicing and reporting. AMN may utilize subcontracts with other third party staffing agencies ("Subcontractors") or AMN subsidiaries that provide staffing services ("Affiliated Companies") to fill Client's requests for Providers. Subcontractors and Affiliated Companies will be required to execute an agreement with AMN which shall contain clauses placing duties on the Subcontractor and Affiliated Companies to follow the provisions of this Agreement which relate to Subcontractor or Affiliated Companies ("Subcontract Agreements"), which includes Client as an intended third party beneficiary to the obligations of Subcontractor or Affiliated Company. Assignments filled through the use of Affiliated Companies and Subcontractors will be coordinated and arranged solely by AMN. AMN shall not be liable for the acts or omissions of Affiliated Companies, Subcontractors or their respective Providers. Each Affiliated Company and Subcontractor providing staffing services pursuant to an applicable Service Line Exhibit shall be liable for their own respective acts or omissions. AMN shall contractually require Affiliated Companies and Subcontractors in their respective Subcontract Agreement to indemnify Client for any third party claims and liabilities to the extent caused by the negligent acts or omissions of such Affiliated Company or Subcontractor or its respective officers, directors or employees. AMN shall assist Client in invoking its third party beneficiary rights under the Subcontract Agreements.

(iii) All new starts, assignments and extensions/renewals for Providers commencing on or after the applicable Go Live Date for each Service Line Exhibit shall be managed by AMN through the MSP process. AMN will not be responsible for managing any portion of temporary personnel already on assignment before the applicable Go Live Date of any Service Line Exhibit. All temporary personnel on assignment with Client before the applicable Go Live Date will continue at the original contracted bill rate agreed to by Client and the third party supplier who provided the temporary personnel for the duration of the original assignment length outside of this MSP program. Should Client wish to extend or renew the temporary personnel beyond the original assignment length, such assignments will continue pursuant to the terms set forth in this Agreement and subject to the applicable third party supplier becoming a Subcontractor pursuant to the terms of this Agreement. In the event a third party supplier with current temporary personnel on assignment with Client as of the Go Live Date refuses to participate under this Agreement, the parties agree to meet to review the situation and make appropriate decisions on a go forward plan, for placement of such temporary personnel, on a case by case basis.

(d) Technology.

(i) At AMN's discretion, AMN may utilize a third party internet enabled, centralized vendor management services technology application (the "Technology") to assist AMN in the provision of Services under this Agreement, in which case the following terms herein shall apply. Client's use of the Technology is purely a right to access the Technology functionality via the internet and pursuant to the terms of an end user license agreement as set forth in **Exhibit D** between the Technology vendor and Client. The right of use granted by the Technology vendor is solely for Client's internal business operations for orders placed with AMN under this Agreement. AMN grants no license or other rights in the Technology to Client. Client shall not sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Technology to other parties or permit the use of the Technology by any third parties, except as may be authorized under the end user license agreement. Client shall not copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code.

(ii) Client is responsible for its Client submitted data and Client grants AMN and the Technology vendor a non-exclusive and non-transferable license to access the content, records or other data that Client has uploaded to the Technology or transmits to AMN. Any Client request for any manual deviation

or customizations to the Technology, requires approval of the Technology vendor and may include additional charges to be agreed upon in writing by the parties.

(e) Reporting.

(i) Both AMN and Client will designate a contact (the "AMN Program Contact" and the "Client Program Contact") that shall be the parties' primary liaisons in connection with the Services.

(ii) Upon execution of this Agreement, the parties shall form an oversight committee to facilitate communications between them (the "Oversight Committee"). The Oversight Committee shall include the AMN Program Contact, the Client Program Contact, AMN's senior operations management representative, and the appropriate Client representatives. The Oversight Committee shall be responsible for: (1) generally overseeing the performance of this Agreement; and (2) monitoring and resolving disputes arising in connection with this Agreement. A party may change any of its representatives on the Oversight Committee upon written notice to the other party. The Oversight Committee shall meet at mutually agreeable times for the purpose of overseeing the performance of this Agreement. Each party shall pay the expenses incurred by its own representatives to attend meetings of the Oversight Committee.

(f) Consolidated Invoicing. AMN will administer the invoices, and time and expense submissions of Affiliated Companies and Subcontractors to consolidate invoices for payment by Client. Client agrees to pay for the Services requested by Client and rendered by AMN, Affiliated Companies, and Subcontractors in accordance with Section 4.

(g) Travel for AMN Staff and Affiliated Subcontractors. Travel reimbursements for AMN, Affiliated Companies and Subcontractors' employees (i.e., not referring to placed Providers) are not authorized in this Agreement.

3. Client Obligations.

(a) The parties are entering into a primary managed services relationship related to temporary and/or permanent placement and other medical personnel staffing, which AMN shall have the primary right and obligation to identify, credential, qualify and recommend Providers on the attached Service Line Exhibits to fill positions identified, from time to time, by Client to AMN. AMN shall be the primary provider of managed services for the attached Service Line Exhibits; however, if AMN is unable to submit a candidate for a Provider for whom there is a minimum 8-week order duration, within fourteen (14) calendar days from the date of Client's initial request (the "Final Date"), subject to the restrictions in this Section 3, Client may use any other third party agency to fill such a position. If Client fills in a position in accordance with the immediately-preceding sentence, it shall provide notice to AMN no later than twenty (20) calendar days after filling such position. AMN shall not have the primary right to identify, credential, qualify and/or recommend any of the following (the "Exceptions"): (i) providers in any Service Line Exhibit filled by an entity other than AMN and/or its affiliates, and (ii) any current or future affiliates, subsidiaries or related parties of Client, other than the Providers provided under the attached Service Line Exhibits (including Client's use of providers from those separate entities). Furthermore, in addition to (and not in limitation of) the Exceptions, excluding any Identified Subcontractors (defined below), AMN recognizes, acknowledges and agrees that Client has existing relationships with third parties whose scope of services relate to the provision of clinical services (the "Existing Relationships"), and those providers may staff providers for which AMN shall have no duties or rights.

(b) Without limiting the Final Date, promptly upon determining that AMN cannot fill a position, AMN and Client will review and reach a determination of the contributing factors preventing AMN from submitting a candidate and develop an action plan to address the factors identified, if possible.

(c) If the parties are unable to work out a solution under Section 3(b) above, Client may utilize another staffing agency for the specific unfilled order, subject to the restrictions below. If Client were to use an outside agency, Client shall provide verbal notice to AMN of the different rates, terms, conditions, or job order requirements offered to other agency, and offer AMN same terms as the outside agency.

(d) Notwithstanding the above, to ensure a successful MSP program, Client agrees not to knowingly post any order to any Identified Subcontractor(s). "Identified Subcontractor" means any Subcontractor that both (i) is identified in writing by AMN and delivered to Client as a Subcontractor, and (ii) was engaged as a subcontractor of AMN at any time within the prior twelve (12) month period under this MSP program and will not permit such staffing agency to utilize any subcontractors to fill Client's order.

(e) Client shall provide sufficient information about its specific needs so that AMN can make its best efforts to match the skills and experience of Providers to those needs.

(f) Client shall not seek to terminate a Provider's placement nor shall it refuse a Provider's services due to a discriminatory reason, including Provider's race, sex, national origin, color, religion, age, disability, handicapping condition (including AIDS or AIDS-related conditions), marital status, veteran status, sexual orientation, gender identity or gender expression, or any other protected classification by law or regulation. Client shall not use any information provided to it by AMN regarding Providers in an unlawful manner or for any unlawful purpose. Promptly (and in no event more than thirty (30) days after Client knew or reasonably should have known of such claim), provide AMN written notice of (i) any occupational safety hazards or events involving Provider; (ii) any event reportable under workers' compensation insurance policies; (iii) any sentinel event involving Provider; or (iv) any actual or threatened claim arising out of or relating to Provider. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Providers are involved.

4. Rates and Invoicing.

(a) Rates. Client agrees to pay for Services rendered under this Agreement in accordance with the Service Line Exhibits incorporated herein, to include the consolidated invoicing for staffing services provided by Affiliated Companies and Subcontractors, plus all applicable federal, state and local taxes which may be payable by AMN, including but not be limited to: sales/use tax, excise tax and gross receipts tax. The rate schedules set forth in the Service Line Exhibits include (i) the amounts payable by Client to AMN (or the Affiliated Company or Subcontractor) for the Services performed by AMN (or the Affiliated Company or Subcontractor), and (ii) fees to be paid to each Provider. The portion of the rate payable to AMN will vary depending upon amounts payable to Provider from Client. Such variation will not affect the amounts reflected in the rate schedules. Providers are paid one hundred percent (100%) of the agreed upon rate, subject to tax withholdings as required by law. Should AMN, Affiliated Company or Subcontractor be required to pay any wage/hour penalty as required by federal or state law, due to the negligent acts or omissions of Client, such penalty shall be billed to Client at the applicable confirmed rate per hour. The parties acknowledge that they have a reimbursement arrangement with respect to housing and meals. The reimbursement amount is included in the fee Client pays for Services, except as otherwise specifically stated in a Service Line Exhibit. AMN will provide written substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.

(b) Time Submission. Providers will submit time worked in a form or electronic timecard system mutually determined by Client and AMN. Client shall designate a representative to review and approve all time on timesheets no later than each Monday, 5:00 p.m. EST (the "Time Approval Deadline"). Client's approval of Providers' time (i) certifies that the hours submitted are correct and that the work was performed to Client's satisfaction and (ii) authorizes AMN to bill Client for the hours worked by Providers. If Client's designated representative fails to timely review and approve all time worked to AMN within seven (7) days after the Time Approval Deadline for the respective pay period, all time submitted by Providers shall be considered accurate and Client shall forfeit the ability to dispute the Providers' time in the future, and shall be responsible for payment for such time on the corresponding invoice.

(c) Invoicing. Invoices will be rendered weekly and delivered to Client via email or a web-based application from AMN or its Technology vendor. Payment of a correct invoice by Client shall be due within thirty (30) days of the invoice date and shall include remittance instructions. Payment shall be made by check or EFT. Credit card payments are not permitted. Payment by Client shall not be contingent upon Client's receipt of payment from any third party. Client shall notify AMN in writing of any particular error(s), omission(s) or objection(s) within fourteen (14) days of the invoice date. Failure to notify AMN within that time shall constitute a waiver of any objection thereto. AMN acknowledges that Client shall not

provide payment on any invoice if AMN or any of its subcontractors submits after six (6) months from the Provider's hired date by Client. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102. AMN shall provide the following information required on each invoice: itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

(d) Client Generated Billing Documents. If Client issues a purchase order, work order or other instrument covering this Agreement, or issues cost centers for billing purposes, it is understood and agreed that it is for Client's internal purposes only, and shall in no way affect any of the terms and conditions herein. Client further agrees that any internal billing requirements shall in no way eliminate or modify AMN or Technology vendor's ability to issue an invoice or Client's payment obligations pursuant to Section 4(c). Client's total liability for all charges for Services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Client's purchase order(s) to COMPANY.

(e) Government Mandated Cost Increases. If at any time during the Term of this Agreement, AMN or Affiliated Company are required to increase the compensation of temporary personnel (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that AMN may increase the bill rates proportionately so as to place AMN or Affiliated Company in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates in accordance with Section 4(c) upon AMN's provision of at least thirty (30) days' written notice to Client of such increase.

(f) Quarantined Providers. In the event a Provider is quarantined as a result of: (i) working on assignment at Client's Facility, or (ii) a government mandate prior to Provider's start date, AMN shall bill Client, and Client will pay AMN, for such Provider's guaranteed or scheduled hours at Provider's applicable confirmed rate for the duration of such Provider's quarantine period. Notwithstanding the foregoing, if the quarantined Provider is unable to work after five (5) days, Client may terminate such Provider's assignment at no additional fee upon written notice to AMN.

5. Confidential Information.

(a) Each party shall keep confidential all Confidential Information (as defined below) of the other party ("Owning Party"), and shall not use or disclose such Confidential Information either during or at any time after the Term of this Agreement, without Owning Party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided reasonable advance written notice to Owning Party such that Owning Party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information," that is not a public record pursuant to Nevada law, means non-public information that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Providers' and prospective Providers' names and personal information, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, quarterly and annual review documents, reports generated, and any other information of a similar nature.

(b) The parties agree where required by law, AMN and/or its Affiliated Companies may provide (i) an executed copy of this Agreement and any related agreements executed by AMN pursuant to the applicable Service Line Exhibit(s), and (ii) a full disclosure of charges and compensation under the applicable Service Line Exhibit(s) to the governmental or regulatory authority set forth in the applicable law. Client acknowledges that this Section constitutes notice of such disclosure, and no additional notification is required.

(c) Both parties shall not:

(i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Provider's personal information to another business or a third party for monetary or other valuable consideration;

(ii) retain, use, or disclose such Provider's personal information for any purpose other than for the specific purpose of confirming the suitability of the Provider to perform temporary or full-time conversion services, and Client processes necessary to enable Provider to perform the services, including but not limited to time keeping, billing, and access to Client systems; or

(iii) retain, use, or disclose such Provider's personal information outside of the direct business relationship between AMN and Client.

(d) In addition, both parties agrees to use appropriate privacy and security measures to protect all Providers' personal information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for the performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Provider's personal information and to prevent unauthorized reading, copying, alteration, use, or removal of Provider's personal information. Both parties will report to the other party in writing, no more than ten (10) days after discovery, any breach of security or privacy, unauthorized use, or unauthorized disclosure of Provider's personal information. For the negligent party, it shall be responsible for notifying affected Providers of the occurrence (as required by applicable law) and for payment of all costs of notification and any costs associated with mitigation, including but not limited to credit monitoring. The negligent party shall also be responsible for all expenses, costs, and any damages incurred by the other party resulting from such occurrence. The negligent party will promptly alert the other party in writing of the time and content of any notifications under this Section before contacting affected Providers.

(e) Upon termination or expiration of this Agreement, both parties will, without notice or request, either (i) return within four (4) weeks all Confidential Information of the other, including copies thereof; or (ii) destroy all Confidential Information in accordance with their respective policies and procedures, and such party will certify in writing its compliance upon request of the other party; such destruction of Confidential Information will have the same level of care that each party would have given when destroying their own Confidential Information.

(f) Notwithstanding the foregoing, AMN acknowledges that Client 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 Client receives a demand for the disclosure of any information related to this Agreement which AMN has claimed to be confidential and proprietary, Client will immediately notify AMN of such demand and provide AMN the opportunity to seek a protective order from such a disclosure. AMN shall indemnify, defend and hold harmless Client from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of AMN documents in Client's custody and control in which AMN claims to be confidential and proprietary. For the avoidance of any doubt, AMN hereby acknowledges that this Agreement will be publicly posted for approval by Client's governing body.

(g) This Section 5 will survive any termination or expiration of this Agreement.

6. <u>Termination</u>.

(a) <u>Termination for Cause</u>. This Agreement may be terminated by either party for Cause, as defined herein. The terminating party shall provide the other party with written notice of its intent to terminate for Cause. The terminating party shall include in such notice the basis for such termination, and the non-terminating party shall have thirty (30) days to rectify or modify its performance (the "Cure Period"). Upon expiration of the Cure Period, if the non-terminating party has not rectified or modified its performance, this Agreement shall immediately terminate. As used herein, "Cause" shall mean a material breach of the terms of this Agreement. Notwithstanding the foregoing, the Cure Period for nonpayment by Client of past due invoices shall be fifteen (15) days, and upon affirmation of its

termination, AMN may immediately cease performing the Services. This Agreement shall immediately terminate if Client files a petition in or for bankruptcy, reorganization, an arrangement with creditors, or otherwise is unable to pay its debts.

(b) Termination for Convenience. This Agreement may be terminated by either party, without cause or penalty, no sooner than twelve (12) months following the earliest Go Live Date related to the attached Service Line Exhibit(s), but at any time thereafter, upon providing the other party with sixty (60) days' advance written notice. Client may delete any Service Line Exhibit from this Agreement, without cause or penalty, no sooner than twelve (12) months following the applicable Go Live Date, but at any time thereafter, upon providing AMN with sixty (60) days' prior written notice, in which case any remaining Service Line Exhibits and this Agreement shall be fully effective and operative unless and until otherwise terminated.

(c) Termination of a Service Line Exhibit. Expiration or termination of a Service Line Exhibit shall not affect any other Service Line Exhibit, unless this Agreement as a whole is terminated as described in this Section.

(d) Effect of Termination. Termination of this Agreement shall not release Client from paying AMN all sums, which may be due and owing to AMN for Services rendered hereunder. All Providers confirmed for an assignment or at work on an assignment with Client on the date of termination of this Agreement will be permitted to complete their assignments, and the terms of this Agreement shall continue to apply to such assignments (excluding termination due to a breach). The parties agree to work cooperatively to support workforce transition planning within seven (7) days of receipt of notice of termination.

7. Medicare Access. In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four (4) years after the furnishing of the Services provided under this Agreement, AMN will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the Services provided hereunder. Any subcontract entered into under Section 2(c) hereof will contain a similar clause to the previous sentence for the Services furnished by a subcontractor under such subcontract.

8. Compliance with Law.

(a) Each party shall, at its own expense, comply with all applicable laws, orders and regulations of federal, state and municipal authorities, and with any lawful direction of any public officer which shall impose any duty upon that party regarding the performance under this Agreement, including but not limited to, the applicable Medicare Compliance Program requirements as set forth in 42 CFR Parts 422 and 423, and CMS guidance ("CMS Regulations"). Client acknowledges that AMN, its Affiliated Companies and Subcontractors are not a health care provider or licensed home health agency.

(b) Each party represents and warrants to the other party that (i) it has obtained and will keep current all licenses, permits and authorizations to conduct its business; (ii) it is lawfully organized and in good standing in the State in which its principal office is located; (iii) its name in the introductory paragraph hereof is its true, correct and complete legal name; and (iv) the persons executing this Agreement and any amendment have been or will be fully authorized to do so on behalf of and as a binding act of such party.

(c) **OIG / GSA Compliance.** AMN and Client each represents, and AMN will require Affiliated Companies and Subcontractors to represent, that to the best of its reasonable knowledge, its currently practicing healthcare staff (to include for AMN, Affiliated Companies and Subcontractors its respective Providers, and, for Client and its respective physicians and applicable healthcare staff, hereinafter collectively "Staff"), are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein were knowingly false when made, the non-breaching party reserves the right to immediately terminate this Agreement as it relates to the particular service line. It is understood and agreed by the parties that the ability to verify if any Staff are currently debarred is dependent upon the

accuracy of the information contained on the OIG and GSA lists of excluded persons and the representations of each individual Staff member, both of which the parties are entitled to rely on when making this representation.

9. Equal Employment Opportunity Policy. Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, handicapping condition (including AIDS or AIDS related conditions), veteran status, sexual orientation, gender identity or gender expression, or any other status or condition protected by applicable federal, state or local laws. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to AMN any suspected discrimination, harassment and/or retaliation either by or against Providers immediately. AMN acknowledges that Client has an obligation to ensure that public funds are not used to subsidize private discrimination. AMN recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of any of the above, Client may declare AMN in breach of this Agreement, terminate this Agreement, and designate AMN as non-responsible.

10. Insurance.

(a) Insurance. Client and AMN shall, and AMN shall contractually require Affiliated Companies and Subcontractors to, maintain at each of its own respective expense the following insurance:

(i) Workers' Compensation for employees as required by law with statutory minimum limits; and

(ii) Commercial General Liability with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate for bodily injury and property damage.

Further, AMN and Client shall each maintain Cyber Risk or equivalent E&O coverage with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate. AMN and Client shall each provide the other with certificates of insurance evidencing said insurance coverage prior to the commencement of Services. AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor and its employees. AMN shall have no liability or responsibility to provide insurance on behalf of Subcontractors or their Providers or employees. AMN understands that Client has a funded program on self-insurance and is acceptable in lieu of commercial insurance.

(b) Additional indemnification obligations and insurance requirements may be set forth in the Service Line Exhibit(s) attached hereto, and such requirements shall be applicable only to such Service Line Exhibit.

11. Non-Solicitation.

(a) During the Term of this Agreement, AMN, Affiliated Companies and Subcontractors agree not to directly solicit for employment with such respective parties the employees of Client to whom such parties were introduced in connection with the performance of their respective obligations under this Agreement. The foregoing prohibition shall not prohibit AMN, Affiliated Companies and Subcontractors from conducting general advertising to which Client's employees may respond and AMN, an Affiliated Company or Subcontractor may elect to hire.

(b) During the Term of this Agreement, Client agrees not to directly solicit for employment with Client the corporate employees of AMN, Affiliated Companies or Subcontractors to whom Client was introduced in connection with the performance of their respective obligations under this Agreement. Employment arising from inquiries via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment with Client shall not be construed to be a violation of this Section.

12. Use of Client Name. AMN may use Client's name and trademark in any public relations document, including external marketing materials, upon review and written approval by Client prior to its release. Client agrees that time is of the essence and Client's approval will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AMN may use Client's name, trademark and factual description

of the work performed under this Agreement (a) for recruiting purposes, without Client's prior written approval, including but not limited to advertising, job postings, and sourcing materials, in print and online and (b) in its annual report to stockholders or whenever required by reason of legal, accounting or regulatory requirements.

13. **Assignment.** With advance written notice to Client, AMN may assign this Agreement or delegate the performance of all or part of its obligations and duties hereunder, to any corporation or other business entity controlled by, controlling, or under common control with, AMN. This Agreement may not be otherwise assigned by either party without the written consent of the other party, which will not be unreasonably withheld, delayed or conditioned. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any person or party other than the parties hereto and their respective successors and assigns. Any such assignee shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.

14. **Waivers.** Any waiver of a default or provision under this Agreement must be in writing. Either party's failure to require performance of any provision under this Agreement shall not affect its right to require performance at any time thereafter, nor shall either party's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.

15. **Severability.** Each and every covenant and agreement herein shall be separate and independent from any other, and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

16. **Notices.** All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid (with confirmation of delivery) to the appropriate address indicated below, or electronic mail with acknowledgment from recipient. The addresses provided below are conclusively deemed to be valid, and notice given in compliance with this provision shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all parties herein. Each notice shall be deemed delivered on (a) the date delivered if by personal delivery, or (b) if by mail, the date upon which delivery is confirmed or designated as not deliverable by the postal authority.

AMN: Attn: Senior Vice President, Strategic Accounts
AMN Healthcare, Inc.
8840 Cypress Waters Boulevard, Suite 300
Dallas, TX 75019
(866) 792-0711

With a copy to: Attn: Chief Legal Officer
AMN Healthcare, Inc.
8840 Cypress Waters Boulevard, Suite 300
Dallas, TX 75019

Client: Attn: Legal Department
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, NV 89102

17. **Independent Relationship.** Both parties agree that this Agreement is not intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

18. **Force Majeure.** Except for payments due under this Agreement, the obligations of either party hereunder shall be excused during any period of delay caused by matters such as strikes, acts of God, shortages of raw material or power, epidemics, pandemics, governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter beyond the reasonable efforts of such party to control, however, in any such event, each party shall use its good faith efforts to give written notice to the other party, to perform its duties and obligations under this Agreement and to mitigate damages.

19. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed according to the laws of the State of Nevada, without regard to its conflict of law rules. The parties consent to jurisdiction only in the state or federal courts located in Clark County, Nevada for any action arising under this Agreement.

20. **Consent to Call and E-mail.** To ensure AMN, Affiliated Companies and Subcontractors are in compliance with state and federal laws, Client hereby grants permission to AMN, Affiliated Companies and Subcontractors to communicate via e-mail and/or phone call to Client stakeholders of this Agreement.

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

22. **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 Client for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client'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. Client 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 Client of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

23. **Personnel Onsite.** AMN shall abide by the relevant compliance policies of Client, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to AMN upon request, and Client's Vaccine Policy, as may be amended from time to time, and must register through Client's vendor management/credentialing system prior to arriving onsite at any of Client's Facilities. AMN's employees, agents, subcontractors and/or designees who do not abide by Client's policies may be barred from physical access to Client's premises.

24. **Survival.** Those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement shall remain in full force and effect and survive such termination or non-renewal.

25. **Headings and Ambiguities.** The subject of headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement. The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

26. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. Delivery of an executed signature page of this Agreement by .pdf or similar electronic means shall be effective as delivery of a mutually executed counterpart hereof.

27. **Entire Agreement.** This Agreement along with each Exhibit and Service Line Exhibit, contains the entire agreement between the parties about the subject matter herein, and supersedes all prior oral and written agreements and any exhibits or attachments incorporated by reference, understandings, commitments and practices between the parties hereto about the subject matter herein, and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. This Agreement including any Service Line Exhibit and Exhibit may be amended only by an agreement in writing executed by all of the parties hereto. In the event of a conflict between this Agreement

and a Service Line Exhibit, the Service Line Exhibit shall control for that specific service line. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the authorized representatives of each party, with authority to bind their respective party to the terms of this Agreement, have hereunto set their hands on the day and year first above written.

AMN Healthcare, Inc.	**University Medical Center of Southern Nevada:**
Signature: _____	Signature: _____
Name: _____	Name: Mason Van Houweling
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____

Exhibit A-1
SERVICE LINE – Nurse and Allied Clinical Staffing

A. Scope of Staffing Services.

(1) Services include the management of staffing services for the temporary or full-time conversion clinical nursing and allied positions for the types of assignments and rates set forth in this Service Line Exhibit ("Clinical Provider(s)"). Nurse and allied clinical staffing may be provided through AMN, Affiliated Companies or through the use of Subcontractors.

(2) The terms set forth in this Service Line Exhibit apply only to nurse and allied clinical staffing.

B. Client Requirements Table.

(1) For each Clinical Provider who has been confirmed for an assignment, the Affiliated Company and Subcontractor will obtain and maintain documentation of the requirements set forth in **Exhibit C** specific for its respective Clinical Providers. The costs associated with the requirements set forth in **Exhibit C** are included in the bill rates set forth in this Service Line Exhibit. Any changes to **Exhibit C** will require mutual written agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements. Upon Clinical Provider's arrival to Client's Facility, Client will verify the identity of each Clinical Provider by a visual check of Clinical Provider's photo identification and professional license or certification.

(2) Client will ensure that the documentation requirements set forth in **Exhibit C** include all documentation required to verify that Clinical Providers have the appropriate credentials, and all assigned Clinical Providers shall meet the documentation requirements set forth therein.

C. Term of Service Line Exhibit. This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

D. Rate Schedule and Compensation.

(1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-1** for the not-to-exceed annual amount of **$10,000,000** during the Service Line Term inclusive of travel expenses.

(2) The rates set forth below shall go into effect for all new starts and extensions to existing assignments commencing on or after the Go Live Date for this Service Line Exhibit as agreed to in writing by the parties and will not be based on the order or confirmation date by Client. Prior to the Go Live Date for this Service Line Exhibit, Client may place new orders for Clinical Provider assignments, for which AMN may elect in its sole discretion to present its own Clinical Providers through Affiliated Companies pursuant to the rates set forth below without the use of Subcontractors or Technology.

(3) After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client's approval of the new rates, which shall not be unreasonably withheld.

(4) The hourly regular rates set forth below include recruitment, housing and compensation, as applicable for each Clinical Provider placed with Client, unless otherwise noted in an order confirmation. Client agrees to pay AMN for all hours worked by Clinical Provider, including any hours spent in orientation.

For the avoidance of doubt, orientation includes those pre-start activities or any pre-start training that the Clinical Providers participate in to prepare or onboard for his/her assignment when done on-premises.

(5) Travel and Local Contract Clinical Provider Rates.

The rate schedule set forth below shall apply to extended assignments, typically thirteen (13) weeks in duration (herein referred to as "Travel Clinical Providers") and contract assignments typically two (2) to thirteen (13) weeks in duration (herein referred to as "Local Contract Clinical Providers").

Should Client require Clinical Providers to report to their assignments more than forty-eight (48) hours prior to their first working day, Client will pay AMN a housing fee of **$[redacted] per day**.

TRAVEL & LOCAL CONTRACT CLINICAL PROVIDER RATES					
SPECIALTY POSITION	**REGULAR RATE PER HOUR**	**INCENTIVE RATE PER HOUR**	**CRITICAL NEED RATE PER HOUR**	**ON-CALL RATE PER HOUR**	**CHARGE RATE PER HOUR**
Registered Nurse I	[redacted]				
Registered Nurse II					
Registered Nurse III					
Registered Nurse IV					
Registered Nurse V					
RN - Cath Lab					
Licensed Practical Nurse					
Surgical Technologist					
Respiratory Therapist - Certified					
Respiratory Therapist - Registered					
Respiratory Therapist - Pediatric CRT/RRT					
Cardiac Cath Lab Technologist					
Clinical Dietician					
CT (Computed Tomography)					
Cytotechnologist					
Dosimetrist					
Echo Cardiographer					
Echo Cardiographer - Pediatric Specialty					
EEG Technician					
Electrophysiology Technician					
Endoscopy Technician					
General Radiology Technologist					
Histotechnician					
Histotechnologist					
Medical Assistant					
Medical Lab Assistant / Specimen Collector					
Medical Lab Technician					
Medical Physicist					
Medical Technologist					
Medical Technologist - Specialty					
Monitor Technician					
MRI (Magnetic Resonance Imaging)					

Nuclear Medicine Technologist	[redacted]
Occupational Therapist	
Occupational Therapy Assistant - Certified	
Pharmacist	
Pharmacy Technician	
Phlebotomist	
Physical Therapist	
Physical Therapy Assistant	
Polysomnographer - Registered	
Sonographer - General (OB, AB, BR, Small Parts)	
Sonographer - High Risk OB	
Sonographer - Multi-Modality / Vascular	
Speech Language Pathologist	
Vascular Interventional Technologist	

NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.

Registered Nurse I: Rehab, School, Skilled Nursing
Registered Nurse II: Antepartum, Level 1 Nursery, Long Term Acute Care, MS, Outpatient Clinic, Psych, Telephone Triage/Call Center
Registered Nurse III: BMT, Cardiac Telemetry, Clinical Education Specialist, Home Health, Home Health Hospice, Home Health Psych, Infection Control, MS Tele, Oncology, Outpatient Oncology, PCU, Postpartum, Pre/Post Op, Telemetry, Wound Care (WOCN)
Registered Nurse IV: Ambulatory OR, Ambulatory PACU, Ambulatory Pre-Post Op, CVICU, CVOR, Dialysis, Endoscopy, ER, Home Infusion, ICU, IV Therapy, LD, NICU, NICU-Level II, OR, PACU, Pedi-CVOR, Pedi-OR, Pedi-PACU, PICU
Registered Nurse V: Cath Lab, First Assist, Interventional Radiology, Pre/Post Cath Lab, Case Manager

(6) Per Diem Clinical Provider Rates.

The following Schedule of Rates shall apply to day-to-day Clinical Provider assignments greater than one (1) day and less than two (2) weeks (herein referred to as “Per Diem Clinical Providers”).

PER DIEM CLINICAL PROVIDER RATES					
SPECIALTY POSITION	**REGULAR RATE PER HOUR**	**INCENTIVE RATE PER HOUR**	**CRITICAL NEED RATE PER HOUR**	**ON-CALL RATE PER HOUR**	**CHARGE RATE PER HOUR**
Registered Nurse I	[redacted]				
Registered Nurse II					
Registered Nurse III					
Registered Nurse IV					
Registered Nurse V					
Licensed Practical Nurse					

NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.

Registered Nurse I: Rehab, School, Skilled Nursing
Registered Nurse II: Antepartum, Level 1 Nursery, Long Term Acute Care, MS, Outpatient Clinic, Psych, Telephone Triage/Call Center

Registered Nurse III: BMT, Cardiac Telemetry, Clinical Education Specialist, Home Health, Home Health Hospice, Home Health Psych, Infection Control, MS Tele, Oncology, Outpatient Oncology, PCU, Postpartum, Pre/Post Op, Telemetry, Wound Care (WOCN)
Registered Nurse IV: Ambulatory OR, Ambulatory PACU, Ambulatory Pre-Post Op, CVICU, CVOR, Dialysis, Endoscopy, ER, Home Infusion, ICU, IV Therapy, LD, NICU, NICU-Level II, OR, PACU, Pedi-CVOR, Pedi-OR, Pedi-PACU, PICU
Registered Nurse V: Cath Lab, First Assist, Interventional Radiology, Pre/Post Cath Lab, Case Manager

E. Per Diem Clinical Providers Shift Differentials. The following increased differentials will apply to the Per Diem Clinical Provider Rates. The hours between 7:00 p.m. on Friday through 6:59 a.m. on Monday will be considered "weekend" shifts below. Shift differentials will be invoiced for the entire shift in which the majority of the hours worked is during the shift differential period.

Shift Start Time	Shift End Time	Amount	Description
3:00 p.m.	11:00 p.m.	[redacted]	Weekday evening and/or weekday rotating day/evening
11:00 p.m.	7:00 a.m.		Weekday night and/or weekday rotating day/night
7:00 a.m.	3:00 p.m.		Weekend day
3:00 p.m.	11:00 p.m.		Weekend evening
11:00 p.m.	7:00 a.m.		Weekend night

F. High Needs Specialties. Client may designate certain specialties at the time of order as urgent, immediate, special or unique, for which Client shall approve the use of the Incentive Rate or the Critical Need Rate as set forth in the rate schedule above for the duration of such assignment or extension. ***Incentive Rate*** may be used in situations where there is an unexpected high number of needs including, but not limited to, unexpected FMLAs, resignations, increased census and the regular rate has been used but is not creating enough file flow. ***Critical Need Rate*** is used in situations in which there is a critical staffing need including, but not limited to, the Client's loss of key personnel or the potential for diversion or shut down of services.

G. Charge Rate. In the event a Clinical Provider is required to perform lead or supervisory duties during his or her assignment, Client shall pay an hourly charge rate set forth in the rate schedule above in addition to the applicable confirmed rate for all such hours worked.

H. Work Week. Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.

I. Overtime. Client agrees to pay one and one-half (1.5) times the applicable confirmed rate set forth above for all hours worked by Clinical Providers of more than forty (40) hours in one (1) week. If any applicable law requires AMN to pay a Clinical Provider daily overtime (an overtime multiple such as 1.5 times or 2 times the applicable confirmed rate per hour), Client shall pay AMN the same multiple on the applicable confirmed rate for such hours. AMN may comply with Client's policies regarding overtime when such compliance accords with AMN's obligations under state and federal laws, and are communicated to AMN concurrently with the execution of this Agreement or at least ninety (90) days prior to the effective date of such changes.

J. Holidays. Client shall pay one and one-half (1.5) times the applicable confirmed rate for time worked by Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.

K. On-Call/Call Back. Client shall pay ***uncontrolled on-call hours***, defined as hours where Clinical Provider is not required to stay on the Facility's premises, at the hourly on-call rate set forth in the rate schedule above. Client will pay ***controlled on-call hours***, defined as hours where Clinical Provider is required to stay on the Facility's premises, at the applicable confirmed rate. Clinical Provider must arrive at Facility

within forty-five (45) minutes of receiving call. If Clinical Provider is called back to work for Client while serving in an "on-call" capacity, the "on-call" charge will cease and Client shall instead pay AMN one and one-half (1.5) times the applicable confirmed rate for the duration of the call-back period. The minimum call-back period is two (2) hours.

L. Minimum Work Week. For Travel and Local Contract Clinical Providers confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) and twelve (12) hour shifts, Client shall provide such Clinical Providers a guaranteed minimum of forty (40) scheduled hours per each weekly payroll period. For Travel and Local Contract Clinical Providers confirmed for twelve (12) hour shifts, Client shall provide such Clinical Providers a guaranteed minimum of thirty-six (36) scheduled hours per each weekly payroll period. Client and AMN may mutually agree in a written confirmation to a guaranteed minimum of forty-eight (48) scheduled hours per weekly payroll period solely for critical need assignments on a per confirmation basis. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided, weeks with holidays and weeks during which there may be unit closures for all or any portion of such week. Should Client not provide the minimum guaranteed hours, Client will be invoiced and shall pay the applicable confirmed rate for all hours below the minimum for such Clinical Provider. The calculation of the guaranteed minimum work week includes regular hours, call back hours and overtime hours worked, but does not include any "on-call" time. A guaranteed minimum work week does not apply to Per Diem Clinical Providers. Client however can cancel up to one (1) shift per 13-week assignment of a Clinical Provider without penalty. If Clinician has an unexcused absence or voluntarily does not work the assigned shift, Client is not responsible for payment of unworked hours and/or shift.

M. Additional Obligations.

(1) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of a Clinical Provider's assignment under Client's supervision, including but not limited to applicable Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. Client will provide each Clinical Provider with all necessary site-specific training, orientation, equipment (including Respiratory Fit Testing) and evaluations that are required for members of Client's workforce under applicable federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA. Further, Client will utilize Clinical Providers only for the need requested and will assign Clinical Providers to work only in the clinical specialty areas in which they are professionally qualified and oriented to work. Client agrees to float a Clinical Provider only in accordance with Client's floating policies for all staff, and the clinical experience of Clinical Provider. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.

(2) Clinical Providers shall perform work at Client's location(s) and under Client's supervision and direction. Client has full medical responsibility of its patients in general and shall provide and be responsible for oversight of Clinical Providers in connection with the temporary or full-time conversion professional services provided by Clinical Providers for Client. Client will control the details of the work and will be responsible for the work product of Clinical Providers. AMN, Affiliated Companies or Subcontractors will not provide office space, equipment or other materials required for the performance of work by Clinical Providers assigned to Client hereunder.

(3) Client agrees to complete an evaluation regarding the performance of each Clinical Provider upon completion of Clinical Provider's assignment (or after the first completed shift and annually thereafter for Per Diem Clinical Providers) and to forward each such evaluation to AMN within fifteen (15) days.

(4) Client shall be solely responsible for implementing, maintaining and administering Client's employee benefit plans so that such plans effectively exclude Clinical Providers from coverage where Client does not intend to cover Clinical Providers. Client agrees that AMN shall not be liable to Client for any claims for benefits under Client employee benefit plans that may be asserted by Clinical Providers.

(5) AMN, Affiliated Company or Subcontractor, as applicable, will employ Clinical Providers and manage all employment aspects of their respective employed Clinical Providers assigned to Client, to include hiring, employment-based counseling, terminations, salary review, annual performance evaluations, and placement. AMN, Affiliated Companies or Subcontractors shall be responsible for the payment of

wages to their respective employed Clinical Providers for work performed on assignments hereunder and AMN, Affiliated Company or Subcontractor, as applicable shall verify the identity and right to work of each of their respective employed Clinical Providers under the United States immigration laws.

(6) Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) Clinical Providers placed on assignment only in accordance with this Service Line Exhibit. Client shall not knowingly (directly or indirectly) cause or encourage any Clinical Providers to transfer to or work for another personnel or employee staffing company other than the AMN, Affiliated Company or Subcontractor who originally confirmed the Clinical Provider. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

N. Insurance.

(1) AMN shall, and AMN shall contractually require Affiliated Companies and Subcontractors to maintain, at each of its own respective expense, the following insurance:

(i) Professional Liability with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate; and

(ii) Automobile Liability with limits of not less than $1,000,000 combined single limit.

(2) AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor and its employees. In the event such liability insurance is not commercially available in the amounts required, then the parties shall provide insurance in such amounts as they shall mutually agree to in writing. AMN shall have no liability or responsibility to provide insurance on behalf of Subcontractors or their Clinical Providers or employees.

O. Removal of Clinical Providers from Assignment, Postponement and No-Shows.

(1) Travel and Local Contract Clinical Provider Cancellations. Client may immediately terminate an assignment of Clinical Provider upon providing notice in writing that Clinical Provider is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach, or neglect of duty. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Clinical Providers are involved. In the event Client wishes to cancel or terminate a Clinical Provider at any time prior to start of assignment or during such assignment for reasons other than those listed above, Client agrees to give AMN written notice as set forth below:

(i) For Travel Clinical Providers – Thirty (30) days written notice of cancellation. Should Client be unable to provide such cancellation notice, Client agrees to pay a cancellation fee of two (2) weeks of guaranteed minimum hours at the Travel Clinical Provider's applicable confirmed hourly billing rate.

(ii) For Local Contract Clinical Providers – Seven (7) days written notice once a confirmation has been sent by AMN or Subcontractor and Clinical Provider has been booked to start, or once Clinical Provider has actually begun their assignment. Should Client be unable to provide such cancellation notice, Client agrees to pay a cancellation fee of one (1) week of guaranteed minimum hours at the Local Contract Clinical Provider's applicable confirmed hourly billing rate.

In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by AMN as a result of such cancellation.

(2) Per Diem Clinical Provider Cancellations and Late Shift Starts.

(i) For Per Diem Clinical Providers, Client shall provide two (2) hours' notice of cancellation before a scheduled shift or it will be considered a late cancellation and Client shall pay for two (2) hours at

the applicable confirmed rate for the Per Diem Clinical Provider. If the scheduled Per Diem Clinical Provider has reported to Client and is later not needed and sent home, Client shall pay the greater of (i) the number of hours worked by Per Diem Clinical Provider at the applicable confirmed rate or (ii) four (4) hours at the applicable confirmed rate for the Per Diem Clinical Provider; it being understood that Client reserves the right to work the Per Diem Clinical Provider for such four (4) hours if Client chooses.

(ii) If a Per Diem Clinical Provider is late for a scheduled shift, AMN will bill Client only for actual hours worked by the Per Diem Clinical Provider. If AMN does not give Client two (2) hours' notice of a cancellation, it will be considered a late cancellation on the part of AMN and two (2) hours of credit will be due to Client which will be reflected on the next invoice, unless AMN is able to locate a replacement Per Diem Clinical Provider acceptable to Client to work the assignment. If AMN is contacted by Client to schedule a shift less than two (2) hours in advance of the start of that shift, Client will pay for the entire shift requested, as long as the Per Diem Clinical Provider arrives within one (1) hour of the shift start time. If Per Diem Clinical Provider does not arrive within one (1) hour of the shift start time, Client will pay for all hours worked by the Per Diem Clinical Provider from arrival at Client's Facility to the end of his/her shift. If a Per Diem Clinical Provider does not show up for a scheduled shift, two (2) hours of credit will be due to Client and such credit will be reflected on the next invoice, unless AMN is able to locate a replacement Per Diem Clinical Provider acceptable to Client to work the assignment. AMN will use best-faith effort to pay the two (2) hours of credit in a timely manner, not to exceed invoice the invoice term of six (6) months, as outlined in Section 4(c) of this Agreement.

P. Hiring of Clinical Providers by Client. For purposes of this entire Section, hours of Clinical Providers include all hours worked at Client after the Go Live Date of this Service Line Exhibit.

(1) Client will have sole responsibility for making hiring decisions with respect to Clinical Providers that Client decides to hire ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date the Conversion Candidates are hired by Client, Conversion Candidates are employees of Client and neither AMN, Affiliated Company nor Subcontractor shall have liability for any acts or omissions of such Conversion Candidates.

(2) Right to Hire Clinical Providers. Following presentation or confirmation of Clinical Provider for an assignment, whichever is later, Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) a: (i) Travel or Local Contract Clinical Provider only after the completion of at least 520 consecutive hours on assignment and the current or confirmed assignment, or (ii) a Per Diem Clinical Provider only after the completion of at least 520 hours on assignment. Should Client hire or retain the services of any Clinical Provider and Clinical Provider has worked less than or equal to 520 hours, Client shall pay a reassignment fee (no fee applies where prohibited by law) as set forth in the table below. Client shall provide AMN thirty (30) days' prior written notice of its intent to directly hire any Clinical Providers, including the date of anticipated hire.

Hours Worked by Clinical Provider	Fee Based on Percentage of Expected Annualized First Year's Base Salary
0 hours	[redacted]%
Less than hours 400	[redacted]%
hours 400 to 519 hours	[redacted]%
Greater than or equal to 520 hours	No Fee

(3) Guarantee Period: 0-Hour Conversion. In the event that a 0-hour Conversion Candidate is hired by Client pursuant to this Service Line Exhibit resigns or is terminated within thirty (30) days following commencement of employment, then Client shall select by written notification either a refund of the reassignment fee paid for such Conversion Candidate or a free-of-charge Conversion Candidate replacement on the following basis:

(i) If the date of resignation or termination ("End Date") is between one (1) and thirty (30) days following the Conversion Candidate's first (1st) day of employment ("Start Date"), then AMN shall refund to Client the reassignment fee on a prorated basis, with AMN retaining the percentage of the

reassignment fee equal to the percentage of the time worked by the Conversion Candidate during the thirty (30) day guarantee period.

(ii) AMN will not be bound by the thirty (30) day guarantee period as specified herein, if any of the following occurs during the performance of this Service Line Agreement:

(a) Placed Conversion Candidate is discharged due to change in business conditions (e.g., Client general layoff or restructuring) or other factors out of the placed Conversion Candidate's control; or

(b) Placed Conversion Candidate resigns due to a material misrepresentation of the job description or financial condition of Client, reporting structure, or is asked to perform activities that are unethical.

(iii) Guarantee Period Invoicing. AMN will invoice Client only when employment, resulting from AMN's placement, is commenced and the Conversion Candidate is hired by Client within one (1) year of referral. Payment of a correct invoice by Client shall be due within ninety (90) days after the date of hire of Conversion Candidate's referral and shall include remittance instructions.

(4) The obligations of this Section survive the expiration or termination for any reason of this Agreement for a period of twelve (12) months.

Q. Limitation of Liability.

(1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.

(2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.

(4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

Exhibit A-2
SERVICE LINE – Locum Tenens (Physician) Staffing

A. Scope of Staffing Services.

(1) Services include the management of staffing services for the specific locum tenens specialties set forth in the schedule of rate ranges below ("Locum Tenens Provider(s)"). For purposes of this Service Line Exhibit, locum tenens staffing will be provided through the use of Subcontractors or AMN's Affiliated Companies that provide locum tenens staffing (Staff Care, Inc. and Locum Leaders, Inc.).

(2) All new start assignments, extensions/renewals and confirmations of Locum Tenens Providers after the Go Live Date for this Service Line Exhibit shall be managed by AMN through the MSP process, and paid by Client pursuant to the terms set forth herein and a written confirmation approved by Client issued hereunder and incorporated herein by reference ("Confirmation").

(3) The terms set forth in this Service Line Exhibit apply only to locum tenens staffing.

B. Client Requirements Table. Prior to placing any Locum Tenens Providers on assignment, the Affiliated Company and Subcontractor will obtain and maintain documentation of the requirements set forth in **Exhibit C** specific for its respective Locum Tenens Providers. The costs associated with the requirements set forth in **Exhibit C** are included in the bill rates set forth in this Service Line Exhibit. Any changes to **Exhibit C** will require mutual written agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements. Upon Locum Tenens Provider's arrival to Client's Facility, Client will verify the identity of each Locum Tenens Provider by a visual check of Locum Tenens Provider's photo identification and professional license or certification.

C. Term of Service Line Exhibit. This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

D. Rate Schedule and Compensation.

(1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-2** for the not-to-exceed annual amount of **$12,000,000** during the Service Line Term inclusive of travel expenses.

(2) The following schedule includes the bill rate ranges for the locum tenens positions listed below. The rate ranges set forth below shall go into effect for all new starts and extensions to existing assignments commencing on or after the Go Live Date for this Service Line Exhibit as agreed to in writing by the parties and will not be based on the order or confirmation date by Client. Prior to the Go Live Date for this Service Line Exhibit, Client may place new orders for Locum Tenens Provider assignments, for which Affiliated Companies may elect in its sole discretion to present Locum Tenens Providers pursuant to the rate ranges set forth below without the use of Subcontractors or Technology.

(3) The parties acknowledge that the actual hourly bill rates charged for locum tenens assignments shall depend on the complexity and circumstances of a specialty or specific position, the geographic location of the assignment, demand for certain specialties, speed with which a Locum Tenens Provider is requested by Client, and the pay requirements of a locum tenens provider. Client and AMN will specify any placement specific terms, including but not limited to rates in a Confirmation, which shall take precedence over the rate ranges listed in the schedule below and/or the terms in this Service Line Exhibit.

(4) After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of

the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client's approval of the new rates, which shall not be unreasonably withheld.

(5) The rate schedule below includes: (i) the amounts payable by Client to AMN for AMN's Services, and (ii) fees to be paid to Provider, as agreed to by Locum Tenens Provider and Client. The portion of the rate payable to AMN will vary depending upon amounts payable to Locum Tenens Provider from Client. Such variation will not affect the amounts reflected in the schedule. Affiliated Company or Subcontractor shall pay the Locum Tenens Providers on behalf of Client for services rendered and at rates agreed to by Client and Locum Tenens Providers, as facilitated by Affiliated Company or Subcontractor. Client acknowledges that Affiliated Company or Subcontractor acts solely as a placement agency and will negotiate on behalf of Client the rate to be paid to Locum Tenens Provider.

Standard

PRIMARY CARE											
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
FAMILY PRACTICE: OUTPATIENT ONLY										
FAMILY PRACTICE: FULL SCOPE										
INTERNAL MEDICINE:OUTPATIENT ONLY										
INTERNAL MEDICINE: FULL SCOPE										
PEDIATRICS										
PEDIATRICS: FULL SCOPE										
PREVENTATIVE MEDICINE/OCCUPATIONAL MEDICINE										
FAMILY PRACTICE: TELEMEDICINE										
URGENT CARE										

HOSPITAL-BASED										
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
CARD/NEURO										
EMERGENCY MEDICINE: 24+ HOUR SHIFTS										
EMERGENCY MEDICINE: ABEM/AOBEM CERTIFIED PHYSICIAN										
EMERGENCY MEDICINE: PRIMARY CARE PHYSICIAN W/ EM EXPERIENCE										

HOSPITALIST	
RAD/INTERVENTIONAL	
RAD/MRI & MAMMO	
RADIOLOGY: NEUROLOGY	
RADIOLOGY: GENERAL	

INTERNAL MEDICINE SUB SPECIALTIES										
Specialty	Daily Rate		Hourly Rate		Premium Rate		Night Call		24-Hour Call	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
CARDIOLOGY										
CARDIOLOGY - NON-INVASIVE										
CARDIOLOGY - INVASIVE										
CRITICAL CARE										
ENDOCRINOLOGY										
GASTROENTEROLOGY										
HEMATOLOGY/ONCOLOGY										
INFECTIOUS DISEASE										
INTENSIVE CARE										
NEONATOLOGIST										
NEPHROLOGY										
NEUROLOGY										
NEUROLOGY HOSPITALIST										
ONCOLOGY										
PATHOLOGY										
PULMONARY DISEASE										
PULMONOLOGY CRITICAL CARE										
RADIATION ONCOLOGY										

SURGERY										
Specialty	Daily Rate		**Hourly Rate**		**Premium Rate**		**Night Call**		**24-Hour Call**	
	Min	Max	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
CARDIOTHORACIC SURGERY										
DERMATOLOGY										
GENERAL SURGERY										
NEUROLOGICAL SURGERY										
OB/GYN										
OB/GYN: MATERNAL AND FETAL MEDICINE										
OBG - HOSPITALIST										
OPHTHALMOLOGY										
ORAL MAXIFACIAL SURGERY										

ORTHOPEDIC SURGERY: GENERAL	
ORTHOPEDIC SURGERY: HAND	
ORTHOPEDIC SURGERY: TRAUMA	
OTOLARYNGOLOGY (ENT)	
PLASTIC SURGERY	
SURGICAL CRITICAL CARE	
TRAUMA	
UROLOGY	
VASCULAR SURGERY	

DENTISTRY										
Specialty	Daily Rate		**Hourly Rate**		**Premium Rate**		**Night Call**		**24-Hour Call**	
	Min	Max	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
DENTIST: GENERAL										
DENTIST: PEDIATRIC										

NURSE PRACTITIONER/PHYSICIAN ASSISTANTS										
Specialty	Daily Rate		**Hourly Rate**		**Premium Rate**		**Night Call**		**24-Hour Call**	
	Min	Max	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
NP/ PA: FAMILY MEDICINE										
NP/ PA: IMSS										
NP/ PA: URGENT CARE										
NP/PA: ER										
NP/PA: HOSPITALIST										
NP/PA: INTERNAL MEDICINE										
NP/PA: NEONATAL										
NP/PA: NEUROLOGY										
NP/PA: OCCUPATIONAL MEDICINE										
NP/PA: ONCOLOGY										
NP/PA: PEDIATRICS										
NP/PA: PSYCHIATRY										
NP/PA: WOMAN'S HEALTH										
NP/PA: SURGERY: OTHER										
NP/PA: SURGERY: VEIN										

BEHAVIORAL HEALTH										
Specialty	Daily Rate		**Hourly Rate**		**Premium Rate**		**Night Call**		**24-Hour Call**	
	Min	Max	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
PHYSICAL MEDICINE AND REHABILITATION										

PSYCHIATRY	[redacted]
PSYCHIATRY: CHILD & ADOLESCENT	
PHYSIATRY	
PSYCHOLOGY	
PSYCHIATRY: TELEMEDECINE	

NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.

Daily Rate: Rate charged per day up to eight (8) hours in each day worked unless otherwise noted as an Hourly Rate in the rate grid above.
Hourly Rate: The rate charged per hour worked as noted in the rate grid above.
Hourly Premium Rate: Rate charged for all hours worked beyond eight (8) hours each day regardless of whether the Daily Rate or Hourly Rate.
Weeknight Call: Rate charged per night for Locum Tenens Provider to carry a beeper or to be on-call in conjunction with daytime hours (Monday-Friday).
24-Hour Call: Rate charged for Locum Tenens Provider to carry a beeper or to be on-call for any portion of any calendar day for which 24-hour call is in effect. Any additional hours worked while on-call will be billed at the Hourly Premium Rate.

E. **Administrative Service Fee.** The fee for Administrative Services shall be **$[redacted].00 per day** and applies to each calendar day a Locum Tenens Provider delivers services through either patient contact or call availability, and includes the following services where applicable: arranging travel and accommodations, maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding Client's verification forms to third parties and follow-up to help ensure completed forms are returned to Client in a timely manner.

F. **Holiday Premium.** Client agrees to pay one half (0.5) times the Hourly Rate for all hours in a typical shift for such Locum Tenens Provider (or one half (0.5) the Daily Rate for Locum Tenens Providers paid at the Daily Rate) for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, provided such Locum Tenens Provider remains in the assignment community, whether or not services are actually provided on the applicable holidays. If Locum Tenens Provider has any patient contact or is required to report to Client's Facility at any time on a holiday, Client will pay one and one half (1.5) times the regular Hourly Rate for Holiday hours worked by Locum Tenens Provider (or one and one half (1.5) times the Daily Rate for Locum Tenens Providers paid at the Daily Rate). Holidays begin at 12:00 a.m. the day of the holiday and end at 11:59 p.m. on the day of the holiday.

G. **Reassignment Fee.** The Reassignment Fee (refer to Section K(1) on definition) for Locum Tenens Providers presented under this Service Line Exhibit is as follows:

	Reassignment Fee		
Specialty	**0-240 Hours Worked**	**241-480 Hours Worked**	**+481 Hours Worked**
IMSS/Surgery	[redacted]		
Other Physician			
Advance Practice / Dentistry			

Note: This Service Line Exhibit excludes the specialty of Anesthesiology. ***For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.***

H. **Work Week.** Client agrees that billing will be provided weekly to begin on Sunday and end on Saturday.

I. Additional Obligations.

(1) Client shall notify AMN within five (5) days of a Locum Tenens Provider's presentation to Client whether it shall accept or decline the services of Locum Tenens Provider. Client shall exercise independent judgment of the professional qualifications of Locum Tenens Providers and whether they meet the requirements of their assignments. Client shall assign Locum Tenens Providers only to areas of practice within their clinical competence.

(2) Client shall determine with Locum Tenens Provider, as facilitated by AMN, Locum Tenens Provider's fees, coverage assignments, schedule, number of hours provided, number of patients served and all other requirements related to the performance of professional services by Locum Tenens Provider in accordance with the terms set forth in the applicable Confirmation.

(3) Client shall supply Locum Tenens Providers, according to the required specialty, with (i) a reasonable coverage schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, (iv) appropriately trained support staff, as necessary, and (v) any other customary support, in each case to enable Locum Tenens Provider to perform medical services in Locum Tenens Provider's specialty on comparable terms to other practitioners in the same specialty at Client. Client shall provide to Locum Tenens Provider(s) an orientation of the Facility and required policies and procedures; such time will be billable to Client at the rate set forth in the applicable Confirmation.

(4) Client will bill for, collect and retain all professional fees generated by services rendered by Locum Tenens Provider.

(5) AMN will arrange a complete travel and accommodation itinerary for Locum Tenens Providers in coordination with Client. Client shall reimburse AMN for all pre-approved reasonable costs of travel and housing en route or on assignment related to Locum Tenens Provider's assignment, including without limitation, airfare, local transportation, and lodging. Client shall establish and pay for all fees associated with hospital privileges for Locum Tenens Provider. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

(6) Client shall comply with all Joint Commission and any requirements of federal, state and local regulatory agencies and accrediting bodies relating to patient care, the practice of medicine and related activities. Client has full medical responsibility of its patients in general and agrees to supervise its patients accordingly.

(7) Client acknowledges that (i) Locum Tenens Provider is not an employee, subcontractor, agent or representative of AMN, Affiliated Companies or Subcontractors, (ii) the relationship of Locum Tenens Provider to AMN, Affiliated Company or Subcontractor is that of an independent contractor, (iii) all payments made by Affiliated Company or Subcontractor to Locum Tenens Provider hereunder are made on behalf of Client, and (iv) AMN, Affiliated Companies and Subcontractors act only as a placement agency. Client acknowledges that neither AMN, Affiliated Companies, Subcontractors, nor any of their respective employees is engaged in any fashion in the practice of medicine. AMN, Affiliated Companies and Subcontractors are not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any Locum Tenens Provider, nor shall AMN, Affiliated Companies or Subcontractors have any right or responsibility for making any determinations regarding Locum Tenens Provider's professional service assignments, schedule or practice. AMN, Affiliated Companies and Subcontractors shall have no liability for any injury or any loss to any party relating to or in any way arising out of Locum Tenens Provider's professional services or any other Locum Tenens Providers' acts or omissions.

(8) Client shall ensure Locum Tenens Providers have completed compliance training as part of Client's onboarding program, including maintenance of records, in compliance with applicable Medicare Compliance Program requirements as set forth in the CMS Regulations.

J. Insurance.

(1) Affiliated Company and Subcontractors shall arrange professional liability insurance for their respective Locum Tenens Providers in the amount of $1,000,000 per occurrence and $3,000,000 in the annual aggregate (or, if placed in a state with a patient compensation fund (or similar mechanism) in which the Locum Tenens Provider will be enrolled, at least the minimum amount required to be eligible for enrollment in such fund). Client acknowledges and agrees that Affiliated Companies and Subcontractors shall not be required to obtain workers' compensation insurance coverage for Locum Tenens Providers. AMN shall ensure that Affiliates Companies and/or Subcontractors furnish certificates of insurance evidencing professional liability insurance coverage as set forth above. Neither AMN nor Affiliated Companies shall provide insurance on behalf of Subcontractors or for Locum Tenens Providers submitted by Subcontractors. Further, AMN shall not provide insurance on behalf of Affiliated Companies or for Locum Tenens Providers submitted by Affiliated Companies.

(2) Client acknowledges and agrees that (i) the insurance coverage set forth above applies only to the professional services of the Locum Tenens Provider during each agreed upon term of their assignment, and (ii) such insurance coverage will not cover acts outside of the scope or term of an assignment. Accordingly, Client will not permit any Locum Tenens Provider to work beyond the agreed upon coverage dates or "off the clock" without Affiliated Company's or Subcontractor's knowledge and approval.

K. Reassignment, Termination and Non-Solicitation.

(1) If, within six (6) months after (i) a Locum Tenens Provider candidate ("Presented Provider") is presented to Client; (ii) the cancelation, suspension, or conclusion of the credentialing process regarding a Presented Provider, or (iii) a Locum Tenens Provider ceases to provide services under this Agreement, whichever is later, and such Presented Provider or Locum Tenens Provider becomes a permanent employee or otherwise performs services as an independent contractor to Client, then Client shall pay AMN the applicable reassignment fee set forth above (the "Reassignment Fee"), except where prohibited by law. For the purpose of clarity, the Reassignment Fee is due as to any Presented Provider whose services or curriculum vitae were made available to Client orally or in writing unless Client provides notice that Client is contractually prevented from accepting such Presented Provider pursuant to a prior agreement with another agency (specific to time and location) within five (5) business days of the presentation of such Presented Provider by AMN. To exercise a reassignment of a Locum Tenens Provider, Client must provide AMN at least five (5) days prior written notice of the employment or engagement of such Locum Tenens Provider, and pay all outstanding invoices due for services provided by such Locum Tenens Provider in full, Client shall not share or distribute credentials of any Presented Providers or Locum Tenens Providers with or to any third party without prior written authorization of AMN.

(2) Termination of Locum Tenens Provider Without Cause. Client may terminate the services of any scheduled Locum Tenens Provider by providing written notice to AMN. Such termination shall be effective thirty (30) days after AMN's actual receipt of such written notice. For the avoidance of doubt, Client shall be invoiced in accordance with this Agreement and any outstanding Confirmations for all scheduled time of Locum Tenens Providers through the effective date of termination of the assignment. Upon termination of the assignment, Client shall pay all fees and expenses that are due and owing to AMN and Locum Tenens Providers in accordance with the terms of this Agreement.

(3) Termination of Locum Tenens Provider for Cause. If during any assignments or placements hereunder, Client requires a termination of Locum Tenens Provider for "cause," Client shall provide written notice of such determination to AMN, and AMN shall attempt to replace such Locum Tenens Provider. Client shall be solely responsible for terminating the Locum Tenens Provider for "cause" which shall mean a Locum Tenens Provider's unsatisfactory or unacceptable performance including, but not limited to, intentional or unintentional dereliction of duties, absence during scheduled work times without Client's written approval, acts of professional negligence, or loss of hospital privileges, each as determined by Client in its sole discretion. Client may request that AMN, on Client's behalf, deliver a notice of termination for cause to the Locum Tenens Provider, which notice shall be delivered promptly and shall be effective upon delivery. AMN shall not have the unilateral right or authority to terminate a Locum

Tenens Provider's assignment. Client shall pay AMN and Locum Tenens Provider, as applicable, for amounts due and owing under this Service Line Exhibit or the applicable Confirmation through the date of Client's termination of Locum Tenens Provider's assignment. If Client terminates a Locum Tenens Provider (or refuses to use a Locum Tenens Provider) as a result of any background check, drug test or other screening procedure conducted on the Locum Tenens Provider, Client shall provide AMN with the results of such screenings unless otherwise prohibited by applicable law.

(4) Client shall not knowingly (directly or indirectly) cause or encourage or permit any Locum Tenens Provider to transfer to or work through another locum tenens company other than AMN, the Affiliated Company or Subcontractor who originally presented the Locum Tenens Provider. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

(5) This Section will survive any termination or expiration of this Agreement for a period of twelve (12) months.

L. Limitation of Liability.

(1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.

(2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.

(4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

Exhibit A-3
SERVICE LINE – Non-Clinical Staffing

A. Scope of Staffing Services.

(1) This Service Line Exhibit covers the terms applicable for temporary or full-time conversion staffing services requested by Client for the specific non-clinical positions set forth in the rate schedule below ("Non-Clinical Provider(s)"). All new start assignments, extensions/renewals and confirmations after the Go Live Date for this Service Line Exhibit shall be managed by AMN through the MSP process and paid by Client pursuant to the terms set forth herein. Non-Clinical staffing services will be provided through the use of Affiliated Companies and/or Subcontractors.

(2) The terms set forth in this Service Line Exhibit apply only to non-clinical staffing.

B. Selection Process and Client Requirements Table.

(1) Prior to placing a Non-Clinical Provider on assignment, Affiliated Company and Subcontractor will obtain and maintain Client documentation of the requirements set forth in **Exhibit C** specific to non-clinical placements.

(2) Client shall interview candidates within five (5) business days of file submission and shall determine whether Non-Clinical Provider is confirmed for assignment within five (5) business days of interview.

C. Term of Service Line Exhibit. This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

D. Rate Schedule and Compensation.

Client agrees to pay AMN for the performance of Services described in this **Exhibit A-3** for the not-to-exceed annual amount of **$5,000,000** during the Service Line Term inclusive of travel expenses.

Job Classification	Regular Rate Range Per Hour
Project Manager - Epic / HIT / Clinical / Ancillary	[redacted]
IT Program Manager - Senior	
IT Project Coordinator	
Program Manager	
Project Manager	
Epic Report Writer	
Epic Testing Analyst	
Epic Security Analyst	
Epic Security Analyst Senior	
Epic Reporting Analyst Clarity	
Integration Analyst - Bridges, HL7, Cloverleaf, etc.	
Analyst - Epic - Intermediate	
Application Coordinator - Epic	
Clinical Applications (ASAP, Beaker, Cupid, Willow)	
PACS, Onbase and other Ancillary Apps	
Revenue Cycle Applications (Cadence, Prelude, PB, HB)	
Training - Credential Trainers	

Training - Go Live - At the Elbow	[redacted]
Training - Principal Trainer / Curriculum Build	
Helpdesk Support - IT	
Helpdesk - Lead	
ERP and all other Biz Applications (HRIS, Financial, etc.)	
Quality Assurance Analyst (QA)	
Windows System Engineer / Administrator Senior	
UNIX / Linux System Engineer / Administrator	
Route / Switch - Network Engineer / Operations	
VoIP Engineer	
Dev / Ops / Automation Engineer	
Dev / Ops & RPA / Automation Engineer Senior	
Cloud Architect	
Cloud System Engineer / Administrator	
Data Engineer	
Data Scientist	
Business Analyst, Intermediate	
Business Analyst, Senior	
Desktop Support	
Security - Disaster Recovery	
Entry Level Security Analyst	
Firewall - Firewall Engineer	
Identity Governance and Access - IGAM Analyst	
Identity Governance and Access - IGAM Engineer	
Security & Compliance Analyst - Intermediate	
Security & Compliance Analyst - Senior	

NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.

Note: Randstad ("RSR"), a subcontractor used by AMN for the management of non-clinical temporary staffing services to Client, will support hiring manager's ability to set rates based on Client established budgets. To better assist hiring manager in rate benchmarking, RSR will create a rate card (as guidance) enabling the business to optimize cost savings but also remain competitive in the marketplace. Upon execution of this Service Line Exhibit, Randstad will conduct a rate analysis based on various components such as specific job functions, location, and market trends. The rate card will be built into the suite of options within the tool.

E. Work Week. Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.

F. Overtime. Client agrees to pay one and one-half (1.5) times the applicable regular rate set forth above for all hours worked by Non-Clinical Providers of more than forty (40) hours per week. If any applicable law requires AMN to pay a Non-Clinical Provider daily overtime (an overtime multiple such as 1.5 times or 2 times the regular rate), Client shall pay AMN the same multiple on the bill rate for such hours.

G. Holidays. Client shall pay one and one-half (1.5) times the applicable regular rate set forth above for time worked by Non-Clinical Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.

H. Expenses. Client shall pay AMN for all pre-approved Non-Clinical Providers' travel expenses. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

I. Additional Obligations.

(1) Client acknowledges that Non-Clinical Providers will perform work on a temporary or full-time conversion basis under the direction of Client. Client shall properly supervise Non-Clinical Providers, control the details of their work, and shall be responsible for the work product of the Non-Clinical Providers. Client will be responsible for its business operations, products, services, and intellectual property. AMN, Affiliated Companies and Subcontractors will not be responsible for the work product, acts, errors or omissions of the Non-Clinical Providers on assignment at Client. In the event Client requests a Non-Clinical Provider to obtain remote access (within the United States) to Client's system and/or applications, Client (and not AMN, Affiliated Company or Subcontractors) shall be responsible for ensuring that Non-Clinical Providers meet the Client's access and/or use requirements.

(2) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of a Non-Clinical Provider's assignment under Client's supervision. Client shall provide a safe place to work, adequate supervision and all necessary site-specific information, training, instructions and safety equipment. Client agrees to include Non-Clinical Providers in any Client safety program and hazardous communication training program, and to cover the cost of any safety or personal protective equipment.

(3) Client shall provide a job description for the temporary or full-time conversion Non-Clinical position requested no later than the time of order placement. Client shall not change the assignment or job duties of Non-Clinical Providers without AMN's prior written approval.

(4) Client agrees that it will control and safeguard its premises, processes, or systems, and not permit Non-Clinical Providers to operate any vehicle or mobile equipment, perform work involving the handling of hazardous substances (as defined by OSHA), or entrust them with unattended premises, cash, checks, keys, or credit cards without AMN's prior written approval or as strictly required by the job description provided to AMN and agreed to by AMN. Client shall not entrust merchandise, confidential or secret information, non-public personally identifiable information, negotiable instruments, or other valuables without AMN's prior written approval or as strictly required by the job description provided to AMN and agreed to by AMN.

(5) Client agrees that temporary or full-time conversion bookkeepers, financial analysts and other finance-related personnel shall not sign any accounting or other financial related opinions or other related documentation. In addition, such Non-Clinical Providers shall not sign any documents which are going to be filed with any federal, state or local government, including without limitation, any financial statements which are attached and incorporated into the public filings of publicly traded companies with the Securities and Exchange Commission.

J. Removal from Assignment.

(1) Client may immediately terminate an assignment of a Non-Clinical Provider upon providing notice in writing (e.g., e-mail) that the Non-Clinical Provider is incapable of performing the duties of the position, commits acts of negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach, or neglect of duty. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Non-Clinical Providers are involved. Client shall remain responsible to pay AMN for all time worked by the Non-Clinical Provider.

(2) In the event that Client requests that a Non-Clinical Provider that has been scheduled to provide services (whether or not actually placed in the Facility) be removed or his or her placement be cancelled, and such removal or cancellation does not satisfy the conditions of the preceding paragraph, Client shall pay all amounts owed hereunder for services provided through the effective date and time of

the cancellation. Client also agrees to reimburse Affiliated Company or Subcontractor for any reasonable fees and/or charges incurred that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits, and all other non-cancellable amounts for which Client would have been required to pay or reimburse through the remaining term of the assignment (such as non-cancellable rental or lease costs).

K. Hiring of Non-Clinical Providers by Client. For purposes of this entire Section, hours of Non-Clinical Providers include all hours worked at Client after the Go Live Date of this Service Line Exhibit.

(1) Client shall have sole responsibility for making hiring decisions with respect to Non-Clinical Providers that Client decides to hire as a Client employee ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date the Conversion Candidates are hired by Client, Conversion Candidates are employees of Client and neither AMN, Affiliated Company nor Subcontractor shall have liability for any acts or omissions of such Conversion Candidates.

(2) Following confirmation of assignment, Client may subsequently hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) a Non-Clinical Provider only after the completion of at least 1,000 consecutive hours on assignment and the current or confirmed assignment. Should Client hire or retain the services of any Non-Clinical Provider and the Non-Clinical Provider has worked less than 1,000 hours, Client shall pay AMN a conversion fee (no fee applies where prohibited by law) calculated as follows: [redacted] percent ([redacted]%) of the Non-Clinical Provider's annualized first year's base salary reduced by the percentage of hours worked of 1,000 hours. Client shall provide AMN with prior written notice of its intent to directly hire any Non-Clinical Providers, including the date of anticipated hire. AMN agrees to waive the conversion fee if the Non-Clinical Provider has been initially sourced by Client and presented to AMN by Client.

(3) The conversion fee is due in accordance with Section K(4)(iii) below on the day the Non-Clinical Provider candidate performs any services to Client outside of this MSP program. These policies will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Service Line Exhibit, and whether or not Client, AMN, Affiliated Company or Subcontractor is in breach of any term of this Agreement. In addition, should Client elect to interview a Non-Clinical Provider Candidate for a permanent position, Client agrees to pay the expenses related to that interview.

(4) Guarantee Period: 0-Hour Conversion. In the event that a 0-hour Conversion Candidate is hired by Client pursuant to this Service Line Exhibit resigns or is terminated within thirty (30) days following commencement of employment, then Client shall select by written notification either a refund of the conversion fee paid for such Conversion Candidate or a free-of-charge Conversion Candidate replacement on the following basis:

(i) If the date of resignation or termination ("End Date") is between one (1) and thirty (30) days following the Conversion Candidate's first (1st) day of employment ("Start Date"), then AMN shall refund to Client the conversion fee on a prorated basis, with AMN retaining the percentage of the conversion fee equal to the percentage of the time worked by the Conversion Candidate during the thirty (30) day guarantee period.

(ii) AMN will not be bound by the thirty (30) day guarantee period as specified herein, if any of the following occurs during the performance of this Service Line Agreement:

(a) Placed Conversion Candidate is discharged due to change in business conditions (e.g., Client general layoff or restructuring) or other factors out of the placed Conversion Candidate's control; or

(b) Placed Conversion Candidate resigns due to a material misrepresentation of the job description or financial condition of Client, reporting structure, or is asked to perform activities that are unethical.

(iii) Guarantee Period Invoicing. AMN will invoice Client only when employment, resulting from AMN's placement, is commenced and the Conversion Candidate is hired by Client within one (1) year of referral. Payment of a correct invoice by Client shall be due within ninety (90) days after the date of hire of Conversion Candidate's referral and shall include remittance instructions.

(5) This Section will survive any termination or expiration of this Agreement for a period of twelve (12) months.

(6) Permanent Placement. The placement fee will be [redacted] percent ([redacted]%) of Conversion Candidate's annual salary. The placement fee shall be earned by Randstad when a candidate referred by Randstad is subsequently employed by Client within six (6) months of the first presentation of such candidate to Client. These candidates have not worked on a temporary basis with Client through Randstad. In the event Client voluntarily files a Chapter 11 bankruptcy petition (or becomes subject to an involuntary bankruptcy petition), it shall, as soon as practicable thereafter, seek entry of an Order from the U.S. Bankruptcy Court having jurisdiction over Client's bankruptcy case(s), in form and substance acceptable to Randstad, (a) assuming this Agreement, (b) authorizing payment to Randstad as part of any employee wage motion filed by or on behalf of Client, or (c) naming Randstad as a 'critical vendor' and authorizing the payment of Randstad's pre-petition invoices. Client acknowledges that its failure to timely procure either such Order shall automatically serve as grounds for Randstad's immediate rejection/termination of this Agreement. Client acknowledges that Randstad is relying on this provision as an inducement to enter into this Agreement and provide further services to Client from and after the date hereof.

Client agrees to pay the placement fee referenced above in accordance with previously agreed upon and documented payment terms. Absent any previously agreed upon and documented payment terms, Client agrees to pay the placement fee referenced above within fourteen (14) days from the date of invoice.

Randstad offers a thirty (30) day permanent placement guarantee based on the following terms:

- If within thirty (30) days of placement, the candidate should be terminated for performance reasons or should voluntarily resign from the position, Client may request and receive a replacement at no additional cost (Terminations due to position elimination or economic downsizing do not qualify for the guarantee).
- In the event that Randstad is unable to provide a qualified replacement, Randstad will offer a pro-rated refund.
- This guarantee is valid only if payment is received within thirty (30) days of the start date of the initial placement. If payment is not received within that timeframe, the guarantee will not apply and the fee will remain payable in full.

L. Insurance.

(1) AMN will contractually require Affiliated Company and Subcontractor to each maintain at its own expense the following insurance:

(i) Errors and Omissions liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 annual aggregate covering any damages caused by an error, omission or any negligent act of the Affiliated Company, Subcontractor, their respective employees and Non-Clinical Providers.

(2) AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor, its Non-Clinical Providers and employees. AMN shall not provide insurance on behalf of Subcontractors or their Non-Clinical Providers or employees.

M. Limitation of Liability.

(1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence

allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.

(2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.

(4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

Exhibit A-4
SERVICE LINE – Interim Leadership Provider Staffing

A. Scope of Staffing Services.

(1) Services include the management of staffing service orders for the interim leadership professional positions as agreed to by the parties in a confirmation form ("Interim Leadership Providers"). For purposes of this Service Line Exhibit, interim leadership professional staffing will be provided through AMN's Affiliated Companies that provide interim leadership professional staffing or through the use of Subcontractors.

(2) The terms set forth in this Service Line Exhibit apply only to the staffing of Interim Leadership Providers.

B. Client Requirements Table.

(1) For each Interim Leadership Provider who has been confirmed for an assignment, upon request by Client, AMN will provide Client with the requirements set forth in **Exhibit C** specific to Interim Leadership Provider assignment. Upon Interim Leadership Provider's arrival to Client's Facility, Client will verify the identity of each Interim Leadership Provider by a visual check of Interim Leadership Provider's photo identification and professional license or certification.

(2) Client shall interview candidates within five (5) business days of candidate profile submission and shall determine whether the Interim Leadership Provider is confirmed for assignment within five (5) business days of interview.

C. Term of Service Line Exhibit. This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

D. Rate Schedule and Compensation.

(1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-4** for the not-to-exceed annual amount of **$5,000,000** during the Service Line Term inclusive of travel expenses.

(2) The rates set forth below shall go into effect for all new starts and extensions to existing assignments commencing on or after the Go Live Date for this Service Line Exhibit as agreed to in writing by the parties and will not be based on the order or confirmation date by Client.

(3) After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client's approval of the new rates, which shall not be unreasonably withheld.

(4) Interim Leadership Provider Rates.

Each Interim Leadership Provider shall be scheduled for a minimum assignment duration of twelve (12) weeks, beginning with the first (1st) full week that Interim Leadership Provider works. Such Interim Leadership Provider positions may be added to this Service Line Exhibit through mutual agreement of the parties in a written amendment to this Agreement signed by both parties, or through execution of an Interim Leadership Provider confirmation form, a sample of which is attached hereto as **Attachment 1** to **Exhibit A-4** ("Confirmation").

INTERIM LEADERSHIP PROVIDERS	
POSITION	**WEEKLY REGULAR RATE**
Interim Leadership Providers	To be determined for each order and agreed to in writing by executing a Confirmation; each Confirmation can be signed by Client's authorized representative or his designee (Refer to **Attachment 1** to **Exhibit A-4**)

The weekly regular rate set forth above is inclusive of compensation, per diem meal allowance, paid travel days home every other week as set forth in the Confirmation, and all hospital observed holidays (New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas Day).

E. Exempt Status.

(1) Client shall provide a job description for the temporary or full-time conversion exempt positions set forth above no later than the time of order placement. Client shall not change the assignment or job duties of such Interim Leadership Providers without AMN's prior written approval. Client represents and warrants that (i) the positions set forth in this Service Line Exhibit or a Confirmation are exempt positions pursuant to applicable state and federal laws, and (ii) Client shall maintain the exempt status of such Interim Leadership Provider through the duration of the Interim Leadership Provider's assignment. Provided Client maintains the exempt status, Client will not pay overtime for hours worked by Interim Leadership Providers.

F. Additional Obligations.

(1) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of an Interim Leadership Provider's assignment under Client's supervision including, but not limited to, applicable Joint Commission regulations relating to orientation and evaluation, and HIPAA regulations. Client will provide each Interim Leadership Provider with all necessary site-specific training, orientation, equipment and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client's workforce. Further, Client will only utilize Interim Leadership Providers for the need requested and will only assign Interim Leadership Providers to work in the areas in which they are professionally qualified and oriented to work. Client agrees that Interim Leadership Providers shall not provide patient care, nor shall Client require Interim Leadership Provider to float. In the unlikely event that Client requires an Interim Leadership Provider to float, Client agrees to float an Interim Leadership Provider only in accordance with Client's floating policies for all staff, and the experience of Interim Leadership Provider. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.

(2) Interim Leadership Providers shall perform work at Client's location(s) and under Client's supervision and direction. Client has full medical responsibility of its patients in general and shall provide and be responsible for oversight of Interim Leadership Providers in connection with the temporary or full-time conversion professional services provided by Interim Leadership Providers for Client. Client will control the details of the work and shall be responsible for the work product of Interim Leadership Providers. Client will be responsible for its business operations, products, services, and intellectual property. AMN will not provide office space, equipment or other materials required for the performance of work by Interim Leadership Providers assigned to Client hereunder. AMN, Affiliated Companies and Subcontractors shall not be responsible for the work product, acts, errors or omissions of the Interim Leadership Providers. In the event Client requests an Interim Leadership Provider to obtain remote access (within the United States) to Client's system and/or applications, Client (and not AMN, Affiliated Companies or Subcontractors) shall be responsible for ensuring Interim Leadership Providers meet the Client's access and/or use requirements.

(3) Client agrees to complete a written evaluation regarding the performance of each Interim Leadership Provider upon completion of Interim Leadership Provider's assignment and to forward each such evaluation to AMN within fifteen (15) days.

(4) Client shall be solely responsible for implementing, maintaining and administering Client's employee benefit plans so that such plans effectively exclude Interim Leadership Providers from coverage where Client does not intend to cover Interim Leadership Providers. Client agrees that AMN shall not be liable to Client for any claims for benefits under Client employee benefit plans that may be asserted by Interim Leadership Providers.

(5) Affiliated Company or Subcontractor, as applicable, will manage all employment aspects of their respective Interim Leadership Providers assigned to Client, to include hiring, employment-based counseling, terminations, salary review, annual performance evaluations, and placement. Affiliated Companies or Subcontractors shall be responsible for the payment of wages to their respective Interim Leadership Providers for work performed on assignments hereunder and shall verify the identity and right to work of each Interim Leadership Provider under the United States immigration laws.

(6) Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) Interim Leadership Providers placed on assignment only in accordance with this Service Line Exhibit. Client shall not knowingly (directly or indirectly) cause or encourage any Interim Leadership Providers to transfer to or work for another personnel or employee staffing company other than the Affiliated Company or Subcontractor who originally confirmed the Interim Leadership Provider. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

G. <u>Insurance</u>.

(1) AMN, Affiliated Company and Subcontractor shall each maintain at its own expense the following insurance:

(i) Workers' Compensation for employees as required by law with statutory minimum limits;

(ii) Employers' Liability coverage for damages due to bodily injuries either by accident or disease with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate; and

(iii) Commercial General Liability with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate for bodily injury and property damage.

(2) AMN shall contractually require Affiliated Companies and Subcontractors to maintain non-clinical Errors and Omissions (E&O) liability insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate. Client shall maintain Director's & Officer's (D&O) liability insurance in amounts that are customary and standard within the healthcare industry.

(3) It is hereby understood and agreed that Interim Leadership Providers are not intended to provide patient care. In the rare event that emergency circumstances arise, which prompt Client to require Interim Leadership Providers to take a patient assignment (e.g., a natural disaster resulting in a high volume of casualties), it is understood and agreed that Client's Professional Liability insurance shall provide coverage to the Interim Leadership Provider. Client and AMN shall maintain Professional Liability insurance in the amount of $2,000,000 per occurrence and $4,000,000 annual aggregate. Further, Client's insurance shall respond on a primary basis and shall not seek any contribution from AMN, Affiliated Company, or Subcontractor or their respective Interim Leadership Providers nor shall Client pursue subrogation against AMN, Affiliated Company, or Subcontractor or their respective Interim Leadership Providers, except where prohibited by law. AMN understands that Client has a funded program on self-insurance and is acceptable in lieu of commercial insurance.

(4) AMN and Client shall each provide the other with certificates of insurance evidencing said insurance coverage prior to the commencement of Services. AMN shall contractually require Subcontractors to

furnish certificates of insurance evidencing liability insurance covering Subcontractor and its employees. AMN shall have no liability or responsibility to provide insurance on behalf of Subcontractors or their Interim Leadership Providers or employees.

H. Limitation of Liability.

(1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.

(2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.

(4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

I. Removal of Interim Leadership Providers from Assignment, Postponement and No-Shows.

(1) Interim Leadership Provider Cancellations. Client may immediately terminate an Interim Leadership Provider assignment upon providing written notice that Interim Leadership Provider is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Interim Leadership Providers are involved.

(2) In the event Client wishes to terminate an Interim Leadership Provider's assignment for reasons other than those listed above, Client agrees to give AMN at least thirty (30) days written notice of cancellation. Should Client be unable to provide such cancellation notice, Client agrees to pay a cancellation fee of four (4) weeks at the Interim Leadership Provider's weekly regular rate.

(3) In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any reasonable housing and travel costs actually incurred by AMN as a result of such cancellation.

J. Hiring of Interim Leadership Providers by Client. For purposes of this entire Section, hours of Interim Leadership Providers include all hours worked at Client after the Go Live Date of this Service Line Exhibit.

(1) Client will have sole responsibility for making hiring decisions with respect to Interim Leadership Providers that Client decides to hire ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date the Conversion Candidates are hired by Client, Conversion Candidates are employees of Client and neither AMN, Affiliated Companies nor Subcontractors shall have any liability for any acts or omissions of such Conversion Candidates.

(2) If Client hires, retains, or otherwise engages an Interim Leadership Provider in any position within the Client's health care system during the period of up to two (2) years following the later of (i) the presentation of the Interim Leadership Provider or candidate by AMN, or (ii) the termination of Interim Leadership Provider's assignment at Facility, Client shall provide thirty (30) days' prior written notice to AMN and pay to AMN the following conversion fee which is due in accordance with the terms of this Agreement:

(a) [redacted] percent ([redacted]%) of the first year's annual compensation (including signing and other bonuses and taxable compensation) to be paid to Interim Leadership Provider or candidate if this event happens within the first six (6) months of the Interim Leadership Provider's assignment or within the first six (6) months of being presented as a candidate, whichever is later.

(b) [redacted] percent ([redacted]%) of the first year's annual compensation (including signing and other bonuses and taxable compensation) to be paid to Interim Leadership Provider or candidate if this event happens after the sixth (6th) month of the Interim Leadership Provider's assignment or after the sixth (6th) month of a candidate being presented to Client, whichever is later.

(3) The obligations of this Section including **Attachment 1** to **Exhibit A-4** survive the expiration or termination for any reason of this Agreement for a period of twelve (12) months.

[Remainder of page left intentionally blank]

Attachment 1 to Exhibit A-4
Interim Leadership Provider Confirmation Form

This Interim Leadership Confirmation Form is entered into between University Medical Center of Southern Nevada ("**Client**") and AMN Leadership Solutions, Inc. ("**Agency**") on _____, 20____ and the applicable Service Line Exhibit (collectively, "**Interim Confirmation Form**"). The parties agree that Agency's subsidiary B.E. Smith Interim Services, LLC ("**BESI**") will initiate the following interim search ("**Search**") listed in Section A to be placed on assignment with Client, and Client shall pay BESI for the Search according to the terms listed below:

A. Search(es): BESI agrees to conduct the following Search(es) under this Interim Confirmation Form:

Position:	Scheduled Start Date:
Facility Name: **University Medical Center of Southern Nevada (UMC)**	
Facility Address: **1800 West Charleston Boulevard, Las Vegas, NV 89102**	

B. Fees: Client shall pay the following fees and expenses associated with each Search listed in Section A:

Assignment Retainer: $[redacted] reduced to $[redacted]
Weekly Regular Rate: $TBD/week + applicable travel / accommodations
Weekly Rate Range: $TBD/week

C. Special Terms (N/A).

D. Facility Information (to be completed by Client if known at the time of signing):

Direct Report Name:	

Invoicing	**Human Resources**
Contact Name: TBD	Contact Name: Ricky Russell
Department: TBD	Department: Chief Human Resources Officer
Email: TBD	Email: Kendrick.Russell@umcsn.com
Phone Number: TBD	Phone Number: (702) 383-2000

AGREED AND ACCEPTED:

Client	**BESI**
Signature: _____	Signature: _____
Name: Mason Van Houweling	Name: Steve Leatherman
Title: Chief Executive Officer	Title: Director, Client Organization West
Date: _____	Date: _____

Exhibit A-5
SERVICE LINE – Revenue Cycle Staffing

A. Scope of Staffing Services.

(1) This Service Line Exhibit covers the terms applicable to temporary or full-time conversion staffing services requested by Client for the specific revenue cycle positions set forth in the rate schedule below ("Revenue Cycle Provider(s)"). All new start assignments, extensions/renewals and confirmations after the Go Live Date for this Service Line Exhibit shall be managed by AMN through the MSP process and paid by Client pursuant to the terms set forth herein. Revenue cycle staffing services will be provided through the use of AMN's Affiliated Company, AMN Workforce Solutions, LLC ("AMNWS"), and/or Subcontractors.

(2) The terms set forth in this Service Line Exhibit apply only to revenue cycle staffing.

B. Selection Process and Client Requirements Table.

(1) Prior to placing a Revenue Cycle Provider on assignment, AMN, Affiliated Companies and/or Subcontractors will obtain and maintain Client documentation of a job description detailing the duties and minimum qualifications for each Revenue Cycle Provider required by Client from time to time (each a "Job Description"), the duration of the assignment, and the number of hours to be worked per week. AMN will identify and present candidates that meet Client's minimum qualifications as set forth in the Job Description. Client shall have the opportunity to interview each presented candidate. Client shall have three (3) business days to accept or reject the candidate following the interview. Once a candidate has been accepted, AMN will confirm the placement in a confirmation email (a "Placement Confirmation"). Client shall have two (2) business days to review the Placement Confirmation and approve or raise any objections. If Client fails to raise any objections within two (2) business days, the Placement Confirmation shall be deemed accepted by Client. Each Placement Confirmation issued pursuant to this Section B shall be incorporated into this Agreement.

(2) Client shall interview candidates within five (5) business days of file submission and shall determine whether the Revenue Cycle Provider is confirmed for assignment within five (5) business days of interview.

C. Term of Service Line Exhibit. This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

D. Rate Schedule and Compensation.

Client agrees to pay AMN for the performance of Services described in this **Exhibit A-5** for the not-to-exceed annual amount of **$5,000,000** during the Service Line Term inclusive of travel expenses.

POSITION	RATE PER HOUR ALL-INCLUSIVE
Accreditation Services / CoC Consultation - Remote	[redacted]
Accreditation Services / CoC Consultation - Onsite	
Appeals and Denials Case Manager - Remote	
Appeals and Denials Case Manager - Onsite	
Bone Marrow Transplant Specialist - Remote	

Bone Marrow Transplant Specialist - Onsite	[redacted]
Cancer Registry Coordinator / Manager - Remote	
Cancer Registry Coordinator / Manager - Onsite	
Cancer Registry Full Scope Services - Remote	
Cancer Registry Full Scope Services - Onsite	
Case Management Director - Remote	
Case Management Director - Onsite	
Case Management/Social Worker Manager/Supervisor - Remote	
Case Management/Social Worker Manager/Supervisor - Onsite	
CDI Manager - Remote	
CDI Manager - Onsite	
CDI Director - Remote	
CDI Director - Onsite	
CDI Lead/2nd Level Review	
CDI Specialist - Remote	
CDI Specialist - Onsite	
HIM Director - Remote	
HIM Director - Onsite	
Medical Coding Auditor - Remote	
Medical Coding Auditor - Onsite	
Medical Coder - DRG Validator	
Medical Coding Manager - Remote	
Medical Coding Manager - Onsite	
HIM Clerk	
Performance Improvement Trauma Coordinator - Remote	
Performance Improvement Trauma Coordinator - Onsite	
RN Acute Care Case Manager (ED, UR, Floor) - Remote	
RN Acute Care Case Manager (ED, UR, Floor, and DCP) - Onsite	
Social Worker - Remote	
Social Worker - Onsite	
Trauma Program Manager - Remote	
Trauma Program Manager - Onsite	
Trauma Registrar - Remote	
Trauma Registrar - Onsite	

POSITION WITH AUDIT SERVICES	RATE PER HOUR ALL-INCLUSIVE
Medical Coder - Inpatient	[redacted]
Medical Coder - IVR	
Medical Coder - Outpatient SDS/OBS	
Medical Coder - Outpatient ED	
Medical Coder - Outpatient Ancillary/Diagnostic	
Medical Coder - Pro Fee	

NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.

E. Additional Terms to Rate Table.

(1) Annual Increase. After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client's approval of the new rates, which shall not be unreasonably withheld.

(2) Work Week. Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.

(3) Overtime. Client agrees to pay one and one-half (1.5) times the applicable regular rate set forth above for all hours worked by Revenue Cycle Providers of more than forty (40) hours per week. If any applicable law requires AMN to pay a Revenue Cycle Provider daily overtime (an overtime multiple such as 1.5 times or 2 times the applicable confirmed regular rate), Client shall pay AMN the same multiple on the bill rate for such hours.

(4) Training and Orientation. Client agrees to pay AMN for all Client or legally required training and orientation hours attended by Revenue Cycle Providers.

(5) Quality Assurance Program. For each position listed under the "POSITION WITH AUDIT SERVICES" table, AMN shall perform internal quality assurance tasks for each position staffed and the cost is included in the hourly rate. Quality assurance tasks include but are not limited to onboarding and recurring quality reviews. Additional training and education shall occur with each review conducted.

(6) Holidays. Client shall pay one and one-half (1.5) times the applicable regular rate set forth above for time worked by Revenue Cycle Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.

(7) Expenses. Client shall pay AMN for all pre-approved Revenue Cycle Providers' travel expenses. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

F. Client Obligations.

(1) Client acknowledges that Revenue Cycle Providers will perform work on a temporary or full-time conversion basis under the direction of Client. Client shall properly supervise Revenue Cycle Providers, control the details of their work, and shall be responsible for the work product of the Revenue Cycle

Providers. Client will be responsible for its business operations, products, services, and intellectual property. AMN, Affiliated Companies, and Subcontractors will not be responsible for the work product, acts, errors or omissions of the Revenue Cycle Providers on assignment at Client including, but not limited to, the review and interpretation of patient encounters documented by Client medical personnel, the interpretation of CMS coding and/or billing requirements, or the creation of standard procedure documentation forms. In the event Client requests a Revenue Cycle Provider to obtain remote access (within the United States) to Client's system and/or applications, Client (and not AMN, Affiliated Companies, or Subcontractors) shall be responsible for ensuring Revenue Cycle Providers meet Client's access and/or use requirements. Client shall be responsible for granting Revenue Cycle Providers the minimum necessary access to patient records in accordance with HIPAA requirements.

(2) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of a Revenue Cycle Provider's onsite assignment under Client's supervision. Client shall provide a safe place to work, adequate supervision and all necessary site-specific information, training, instructions and safety equipment. Client agrees to include Revenue Cycle Providers in any Client safety program and hazardous communication training program, and to cover the cost of any safety or personal protective equipment.

(3) For remote assignments, Client shall be required to provide adequate access to Client systems necessary for the Revenue Cycle Provider to complete the assigned tasks.

(4) Client shall provide a job description for the temporary or full-time conversion revenue cycle position requested no later than the time of order placement. Client shall not change the assignment or job duties of Revenue Cycle Providers without AMN's prior written approval.

(5) Client agrees that it will not entrust Revenue Cycle Providers with unattended premises, cash, checks, keys, or credit cards without AMN's prior written approval or as strictly required by the job description provided to AMN and agreed to by AMN.

(6) Client agrees to use appropriate security measures to protect AMN and its subsidiaries' employee, client and/or Revenue Cycle Provider(s)' personal information from unauthorized access, destruction, use, modification or disclosure in accordance with all federal and state privacy laws.

G. <u>Removal from Assignment</u>.

(1) Client may immediately terminate an assignment of a Revenue Cycle Provider upon providing notice in writing (e.g., e-mail) that the Revenue Cycle Provider is incapable of performing the duties of the position, commits acts of negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach, or neglect of duty. Client shall make available to AMN copies of all non-privileged documentation about problems or incidents in which Revenue Cycle Providers are involved. Client shall remain responsible to pay AMN for all time worked by Revenue Cycle Providers.

(2) In the event that Client requests that a Revenue Cycle Provider that has been scheduled to provide services (whether or not actually placed in the Facility) be removed or his or her placement cancelled, and such removal or cancellation does not satisfy the conditions of the preceding paragraph, Client shall pay all amounts owed hereunder for services provided through the effective date and time of the cancellation. Client also agrees to reimburse Affiliated Companies or Subcontractors for any reasonable fees and/or charges incurred that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits, and all other non-cancellable amounts for which Client would have been required to pay or reimburse through the remaining term of the assignment (such as non-cancellable rental or lease costs).

H. <u>Hiring of Revenue Cycle Providers by Client</u>.

(1) Client agrees that for a period of one (1) year after the date of presentation of such Revenue Cycle Provider is presented to Client, or the date on which such Revenue Cycle Provider ceases to provide

services to Client, whichever is later, Client shall not utilize any professional services of any kind of a Revenue Cycle Provider, whether as an full-time employee, temporary employee, independent contractor, consultant or otherwise (and whether directly or through another agency and whether in the same position as that contemplated during the presentation or for another position), unless Client pays AMN a conversion fee in the amount of [redacted] percent ([redacted]%) of the Revenue Cycle Provider's annualized first year's base salary (no fee applies where prohibited by law) (the "Conversion Fee").

(2) Client shall have sole responsibility for making hiring decisions with respect to Revenue Cycle Providers that Client decides to hire as a Client employee ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date the Conversion Candidates are hired by Client, Conversion Candidates are employees of Client, and AMN, Affiliated Company, and Subcontractor shall have no liability for any acts or omissions of such Conversion Candidates.

(3) The conversion fee is due in accordance with Section H(4)(iii) below on the day the Conversion Candidate performs any services for Client outside of this MSP program. These policies will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Service Line Exhibit, and whether or not Client, AMN, Affiliated Company or Subcontractor is in breach of any term of this Agreement. In addition, should Client elect to interview a Revenue Cycle Provider for a permanent position, Client agrees to pay the expenses related to that interview.

(4) Guarantee Period: 0-Hour Conversion. In the event that a 0-hour Conversion Candidate is hired by Client pursuant to this Service Line Exhibit resigns or is terminated within thirty (30) days following commencement of employment, then Client shall select by written notification either a refund of the conversion fee paid for such Conversion Candidate or a free-of-charge Conversion Candidate replacement on the following basis:

(i) If the date of resignation or termination ("End Date") is between one (1) and thirty (30) days following the Conversion Candidate's first (1st) day of employment ("Start Date"), then AMN shall refund to Client the conversion fee on a prorated basis, with AMN retaining the percentage of the conversion fee equal to the percentage of the time worked by the Conversion Candidate during the thirty (30) day guarantee period.

(ii) AMN will not be bound by the thirty (30) day guarantee period as specified herein, if any of the following occurs during the performance of this Service Line Agreement:

(a) Placed Conversion Candidate is discharged due to change in business conditions (e.g., Client general layoff or restructuring) or other factors out of the placed Conversion Candidate's control; or

(b) Placed Conversion Candidate resigns due to a material misrepresentation of the job description or financial condition of Client, reporting structure, or is asked to perform activities that are unethical.

(iii) Guarantee Period Invoicing. AMN will invoice Client only when employment, resulting from AMN's placement, is commenced and the Conversion Candidate is hired by Client within one (1) year of referral. Payment of a correct invoice by Client shall be due within ninety (90) days after the date of hire of Conversion Candidate's referral and shall include remittance instructions.

(5) This terms of this Section shall survive any termination or expiration of this Agreement for a period of twelve (12) months.

I. Insurance.

(1) AMN will contractually require Affiliated Company and Subcontractor to each maintain at its own expense the following insurance:

(i) Errors and Omissions liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering any damages caused by an error, omission or any negligent

act of the Affiliated Company, Subcontractor, their respective employees and Revenue Cycle Providers.

(ii) Cyber liability insurance with minimum limits of $1,000,000 per occurrence and in the aggregate covering network liability, security liability, internet liability, data breach liability, and privacy liability.

(2) AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor, its Revenue Cycle Providers and employees. AMN shall not provide insurance on behalf of Subcontractors or their Revenue Cycle Providers or employees.

J. Limitation of Liability.

(1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client, Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.

(2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.

(4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

K. Compliance With Laws.

(1) Revenue Cycle Providers shall provide services to Client in accordance with applicable laws, rules and regulations and professionally recognized guidelines including, without limitation, those standards which are (i) established pursuant to the Coding Clinic for the International Classification of Disease (10th Revision) Clinical Modification (ICD-10-CM) approved by the American Hospital Association, the American Health Information Management Association, the Centers for Medicare and Medicaid ("CMS"), or the National Center for Health Statistics, (ii) recognized under the National Correct Coding Initiative, developed for CMS to promote national correct coding methodologies and to control improper coding that leads to inappropriate payment in Part B claims, or (iii) otherwise accepted by Client as being consistent with professionally recognized standards based on: national and local policies and edits; Coding guidelines developed by national societies; analysis of standard medical and surgical practice; and by review of current coding practice.

L. Warranties.

(1) EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER AMN, AFFILIATED COMPANY, NOR SUBCONTRACTOR MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES OR THE RESULTS TO BE OBTAINED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTIES OF OPERABILITY, CONDITION, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY AMN OR AFFILIATED COMPANIES OR SUBCONTRACTORS ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. FOR AVOIDANCE OF DOUBT, CLIENT ACKNOWLEDGES AND AGREES THAT ITS OBLIGATIONS TO MAKE PAYMENTS AS THEY ARISE IN ACCORDANCE HEREWITH SHALL BE BINDING, WITH THE EXCEPTION OF REFUND OPPORTUNITIES ADDRESSED IN SECTION H(4).

(2) This terms of this Section shall survive any termination or expiration of this Agreement.

M. HIPAA Compliance.

(1) The relationship between Affiliated Company and/or Subcontractor and Client may meet the requirements established in 45 CFR 164.500 for a Business Associate Agreement. In the event that a Business Associate Agreement is required, Affiliated Company and/or Subcontractor will be required to enter into a Business Associate Agreement directly with Client, substantially in the form attached hereto as **Attachment 1** to **Exhibit A-5**.

[Remainder of page left intentionally blank]

ATTACHMENT 1 TO EXHIBIT A-5
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the _____ of _____, 2023, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **AMN Healthcare, Inc.**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

WHEREAS, Business Associate has agreed to comply with the requirements of this Agreement, when accessing PHI via remote access utilizing equipment owned by Business Associate, as described below.

WHEREAS, The Parties expressly acknowledge that the terms of this Agreement do not apply to instances where Business Associate performs the Services onsite at Covered Entity's facilities utilizing equipment owned, operated, or maintained by Covered Entity.

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

I. DEFINITIONS

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

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

is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

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

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

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

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

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

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

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

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

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

[Signature page to follow]

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
University Medical Center of Southern Nevada	**AMN Workforce Solutions, LLC**
By:_____	By:_____
Name: Mason Van Houweling	Name:_____
Title: CEO	Title:_____
Date:_____	Date:_____

Exhibit A-6
SERVICE LINE – International Nurse Staffing

A. Scope of Staffing Services.

(1) Services include the management of staffing services for the temporary or full-time conversion international nursing positions ("International Provider(s)") set forth in the rate schedule below. International nurse staffing will be provided through AMN's subsidiary, O'Grady Peyton International (USA), Inc. ("Affiliated Company") or through the use of Subcontractors.

(2) The terms set forth in this Service Line Exhibit apply only to international nurse staffing.

B. Qualifications and Client Requirements Table.

(1) Prior to placing any International Provider on assignment, Affiliated Company and Subcontractor will obtain and maintain Client documentation of the requirements set forth in **Exhibit C** which are the same as Clinical Provider placements (refer to **Exhibit A-1**). Upon International Provider's arrival at Client's Facility, Client will verify the identity and credentials of each International Provider by a visual check of International Providers' photo identification and professional license or certification.

(2) Client will ensure that the documentation requirements set forth in **Exhibit C** include all documentation required to verify that International Providers have the appropriate credentials, and all assigned International Providers shall meet the documentation requirements set forth therein to ensure that International Providers have the appropriate credentials.

C. Term of Service Line Exhibit. This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

D. Rate Schedule and Compensation.

(1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-6** for the not-to-exceed annual amount of **$3,000,000** during the Service Line Term inclusive of travel expenses.

(2) The rate schedule set forth below shall go into effect for all new starts and extensions to existing assignments commencing on or after the Go Live Date for this Service Line Exhibit as agreed to in writing by the parties and will not be based on the order or confirmation date by Client.

(3) After the Service Line Initial Term, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index (Series ID # CUUR0000SAM) for the 12-month period or three percent (3%), whichever is less, may apply. In advance on price adjustments and with suitable proof, AMN shall provide at least a thirty (30) day written notice to Client prior to the end of the Service Line Initial Term and any succeeding anniversary period. Submit request to University Medical Center of Southern Nevada, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Price adjustments shall not be retroactive. A price adjustment can only occur if AMN has been notified in writing of Client's approval of the new rates, which shall not be unreasonably withheld.

(4) The hourly regular rates set forth below include recruitment and compensation, as applicable for each International Provider placed with Client, unless otherwise noted in an order confirmation. Client agrees to pay AMN for all hours worked by International Provider, including any hours spent in orientation. For the avoidance of doubt, orientation includes those pre-start activities or any pre-start training that the International Providers participate in to prepare or onboard for his/her assignment when done on-premises.

(5) Rate Schedule.

SCHEDULE OF RATES				
TYPE OF CLINICIAN	**REGULAR RATE**	**ON-CALL RATE**	**CHARGE RATE****	**PRECEPTOR RATE****
Registered Nurse I	[redacted]			
Registered Nurse II				
Registered Nurse III				

NOTE: For positions not listed above, the rate(s) shall be agreed to in writing by both parties before confirmation of any job order.

******If an International Provider is required to perform lead or supervisory duties during his or her assignment, the charge rate set forth in the rate schedule above will be billed in addition to the applicable regular rate for all such hours. If International Provider serves as a Preceptor, the Preceptor Rate will be billed in addition to the applicable regular rate for all such hours.

Registered Nurse I: PEDS, Skilled Nursing, Sub-Acute, Home Health, Long Term Acute Care
Registered Nurse II: PACU, Antepartum, Nursery, Post-Partum, Psychiatry
Registered Nurse III: Endoscopy, ER, OR, Medical/Surgical, PCU, Cath Lab, CVICU, ICU, Neuro ICU, PICU, SICU, Pediatric Stepdown, Oncology, NNICU, Dialysis, CVOR, MS-TELE, LD, Procedural, Telemetry & Interventional Radiology

E. Work Week. Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.

F. Overtime. For International Providers, Client agrees to pay one and one-half (1.5) times the applicable regular rate set forth above for all hours worked by International Providers of more than forty (40) hours in one (1) week. If any applicable law requires AMN to pay an International Provider daily overtime (an overtime multiple such as 1.5 times or 2 times the applicable regular rate per hour), Client shall pay AMN the same multiple on the applicable regular rate for such hours. AMN may comply with Client's policies regarding overtime when such compliance accords with AMN's obligations under state and federal laws, and are communicated to AMN concurrently with the execution of this Agreement or at least ninety (90) days prior to the effective date of such changes.

G. Holidays. Client shall pay one and one-half (1.5) times the applicable regular rate set forth above for time worked by International Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.

H. On-Call/Call Back. Client shall pay ***uncontrolled on-call hours***, defined as hours where an International Provider is not required to stay on the Facility's premises, at the on-call rate of **$[redacted] per hour**. Client will pay ***controlled on-call hours***, defined as hours where an International Provider is required to stay on the Facility's premises, at the applicable regular rate set forth above. International Provider must arrive at Facility within forty-five (45) minutes of receiving a call. If International Provider is called back to work for Client while serving in an "on-call" capacity, the "on-call" charge will cease, and Client shall instead pay AMN the overtime rate set forth above for the duration of the call-back period. The minimum call-back period is two (2) hours.

I. Charge Rate. In the event an International Provider is required to perform lead or supervisory duties during his or her assignment, the charge rate of **$[redacted] per hour** which will be billed in addition to the applicable regular rate for all such hours worked.

J. **Shift Differentials.** The following increased differentials will apply to the rate schedule. The hours between 7:00 p.m. on Friday through 6:59 a.m. on Monday will be considered "weekend" shifts below. Shift differentials will be invoiced for the entire shift in which the majority of the hours worked is during the shift differential period.

Shift Start Time	Shift End Time	Amount	Description
3:00 p.m.	11:00 p.m.	[redacted]	Weekday evening and/or weekday rotating day/evening
11:00 p.m.	7:00 a.m.		Weekday night and/or weekday rotating day/night
7:00 a.m.	3:00 p.m.		Weekend day
3:00 p.m.	11:00 p.m.		Weekend evening
11:00 p.m.	7:00 a.m.		Weekend night

K. **Communication Devices.** If required for the assignment, Client agrees to supply International Providers with communication devices (i.e., cell phone, pager, etc.) needed to perform the duties as assigned at no cost to International Provider or AMN. If Client does not provide a mobile phone required for the assignment, Client agrees to pay monthly, all work-related cell phone use by each Provider, up to a maximum amount of **$**[redacted] as invoiced by AMN. International Providers will be responsible for submitting monthly cell phone bill directly to AMN.

L. **Minimum Work Week.** For International Providers confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) and twelve (12) hour shifts, Client shall provide such International Providers a guaranteed minimum of forty (40) scheduled hours per each weekly payroll period. For International Providers confirmed for twelve (12) hour shifts, Client shall provide such International Providers a guaranteed minimum of thirty-six (36) scheduled hours per each weekly payroll period. The guaranteed minimum work week calculation includes regular and overtime hours worked but does not include any "on-call" time. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided, weeks with Holidays and weeks during which there may be unit closures for all or any portion of such week. Should Client not provide an International Provider the minimum hours, Client will be invoiced and shall pay the regular rate for all hours below the minimum for such International Provider. If Clinician has an unexcused absence or voluntarily does not work the assigned shift, Client is not responsible for payment of unworked hours and/or shift.

M. **Floating.** Client agrees to float an International Provider only in accordance with Client's floating policies for all staff, and the clinical experience of International Provider. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.

N. **Assignment Duration.** International Provider will be placed with Client on assignments for 4,160 straight time hours, excluding leave. Client may extend an assignment for such time period as may be mutually agreed to in writing by International Provider, Affiliated Company or Subcontractor, AMN and Client. Client agrees to allow each International Provider a maximum of 120 hours of paid time off ("PTO") paid by Affiliated Company or Subcontractor, over the course of the assignment period, as specified in the applicable confirmation. PTO is subject to the approval of Affiliated Company or Subcontractor and Client. Client shall also provide, if requested by International Provider, additional leave in accordance with federal and state laws such as, but not limited to, the Family and Medical Leave Act.

O. **Preceptors.** Client agrees that it will not request, require or permit International Providers to act as preceptors without Affiliated Company or Subcontractor's prior written consent. Upon Affiliated Company or Subcontractor's written consent, an additional **$**[redacted] **per hour** shall be paid by Client for International Provider's approval to act as preceptors for the duration of the assignment.

P. **Additional Obligations.**

(1) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of an International Provider's assignment under Client's supervision including, but not limited

to, applicable Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. Client will provide each International Provider with all necessary site-specific training, orientation, equipment (including Respiratory Fit Testing) and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client's workforce. Further, Client will only utilize International Providers for the need requested and will only assign International Providers to work in the clinical specialty areas in which they are professionally qualified and oriented to work.

(2) International Providers shall perform work at Client's location(s) and under Client's supervision and direction. Client has full medical responsibility of its patients in general, and shall provide and be responsible for oversight of International Providers in connection with the temporary or full-time conversion professional services provided by International Providers for Client. Client will control the details of the work and will be responsible for the work product of International Providers. AMN, Affiliated Company or Subcontractors will not provide office space, equipment or other materials required for the performance of work by International Providers assigned to Client hereunder.

(3) Client agrees to complete a written evaluation regarding the performance of each International Provider upon completion of International Provider's assignment and to forward each such evaluation to AMN within fifteen (15) days. Client may complete the performance evaluation on either the form Affiliated Company or Subcontractor provides or a comparable form of Client's choosing.

(4) Client shall be solely responsible for implementing, maintaining and administering Client's employee benefit plans so that such plans effectively exclude International Providers from coverage where Client does not intend to cover International Providers. Client agrees that AMN, Affiliated Company or Subcontractor shall not be liable to Client for any claims for benefits under Client employee benefit plans that may be asserted by International Providers.

(5) Affiliated Company or Subcontractor, as applicable, will manage all employment aspects of their respective International Providers assigned to Client, to include hiring, employment-based counseling, terminations, salary review, annual performance evaluations, and placement. Affiliated Companies or Subcontractors shall be responsible for the payment of wages to their respective International Providers for work performed on assignments hereunder and shall verify the identity and right to work of each International Provider under the United States immigration laws.

(6) Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) International Providers placed on assignment only in accordance with this Service Line Exhibit. Client shall not knowingly (directly or indirectly) cause or encourage any International Providers to transfer to or work for another personnel or employee staffing company other than the Affiliated Company or Subcontractor who originally confirmed the International Provider. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

Q. Insurance. Affiliated Companies and Subcontractors shall obtain, pay for, and maintain in full force and effect during the term of this Agreement insurance as follows:

(1) Professional Liability Insurance for their respective International Providers with limits not less than $3,000,000 annual aggregate for all claims each policy year. For the avoidance of doubt, the parties agree that International Providers shall not be covered by or otherwise entitled to any payment under Client's workers' compensation and employers' liability insurance.

R. Delay of Assignment Start, Cancellations and Removal of International Providers from Assignment.

(1) **Delay or Postponement of Assignment Start.** Each International Provider's assignment will begin on the date agreed to by AMN, Affiliated Company, Subcontractor and Client. Delay or postponement of an assignment start will be initiated by AMN if all pre-requirements of USCIS, licensing board, Client and/or AMN are not met by International Provider prior to his or her start date. For any reasons other than those listed above, Client shall not delay or postpone start dates with less than sixty (60) days written notice. Should Client be unable to provide such sixty (60) days' notice of delay or postponement, AMN shall bill Client two (2) weeks (40 hours per week) of delay or postponement at International Provider's

regular rate. In the event of a delay or postponement of assignment start, including delays or postponements with proper notice, Client shall be responsible for any reasonable housing costs actually incurred by AMN, Affiliated Company or Subcontractor as a result of such delay or postponement caused by Client. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

(2) **International Provider Cancellations.** AMN will terminate an International Provider's assignment if the Client provides in writing that the International Provider is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach, or neglect of duty. For any reasons other than those listed above, Client agrees to give AMN sixty (60) days written notice of cancellation of any International Providers once a confirmation has been sent by AMN. Should Client be unable to provide such sixty (60) days cancellation notice, AMN reserves the right to bill Client for two (2) weeks (40 hours per week) at the International Provider's regular rate. In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any reasonable housing and travel costs actually incurred by AMN, Affiliated Company or Subcontractor as a result of such cancellation by Client. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

S. Hiring of International Providers by Client.

(1) Client will have sole responsibility for making hiring decisions with respect to International Providers that Client decides to hire ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date they are hired by Client, Conversion Candidates are employees of Client, and Affiliated Company, Subcontractor and AMN shall have no liability for any acts or omissions of such Conversion Candidates.

(2) **Right to Hire International Providers.** Client shall not hire or retain the services of an International Provider presented under this Exhibit (on any basis, including but not limited to a full-time, part-time, contract, per diem or temporary employee or through another agency on a travel or per diem basis) at any time during International Providers' assignment other than through Affiliated Company or Subcontractor. Any failure to adhere to the foregoing shall constitute a material breach of this Agreement by Client for which Affiliated Company and Subcontractor will be entitled to recover its lost profits and any other damages arising therefrom (including, without limitation, all immigration and administrative costs incurred with respect to International Provider). Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

(3) **Guarantee Period.** In the event that a Conversion Candidate is hired by Client, this Section will have the same Guarantee Period conditions as stated in **Exhibit A-1**.

(4) The obligations of this Right to Hire provision shall survive the expiration or termination for any reason of this Agreement for a period of twelve (12) months. Notwithstanding the foregoing, restrictions shall not apply where prohibited by law.

T. Limitation of Liability.

(1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.

(2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.

(4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

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Exhibit A-7
SERVICE LINE – Payroll Staffing

A. Scope of Staffing Services.

(1) At Client's request, Affiliated Company or Subcontractor will consider for employment, at its sole discretion, certain individuals for positions referred to Client ("Payroll Provider(s)"). Payroll services are not to be utilized for Client's W-2 employees. Payroll Providers shall be deemed to be included in the definition of Provider in this Agreement.

(2) The terms set forth in this Service Line Exhibit apply only to payroll staffing services.

B. Client Requirements Table. For each Payroll Provider who has been confirmed for an assignment, AMN will contractually require Affiliated Company(ies) and Subcontractor(s) to obtain and maintain documentation of the requirements set forth in **Exhibit C** for its respective Payroll Providers. The costs associated with the requirements set forth in **Exhibit C** are included in the hourly rate to be determined by Client prior to hire. Any changes to **Exhibit C** will require mutual written agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements. Upon Payroll Provider's arrival to Client's Facility, Client will verify the identity of each Payroll Provider by a visual check of Payroll Provider's photo identification and professional license or certification. Client retains the responsibility for all hiring decisions of Payroll Providers, provided however, Affiliated Company or Subcontractor may refuse in its reasonable discretion to payroll any prospective worker. In the event of such refusal, Affiliated Company or Subcontractor, as applicable, must promptly provide AMN with its rationale for such refusal, and AMN will relay such information to Client.

C. Term of Service Line Exhibit. This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

D. Maximum Length of Payroll Providers. Payroll Providers may not be assigned to any one or more Client Facilities, individually or in the aggregate for more than twelve (12) cumulative months, after which the Payroll Provider must not be assigned to any Client Facility, except as otherwise mutually agreed by the parties in writing.

E. Rate Schedule and Compensation.

(1) Client agrees to pay AMN for the performance of Services described in this **Exhibit A-7** for the not-to-exceed annual amount of **$1,000,000** during the Service Line Term inclusive of travel expenses.

(2) Client shall pay AMN for all hours worked by, or entitled to be paid to, Payroll Providers in accordance with state and federal wage and hour laws (including regular, overtime and holiday hours, as applicable) at the hourly rate to be determined by Client prior to hire. Client shall pay AMN an administrative fee for all payrolling services to be calculated as follows: all gross amounts paid to a Payroll Provider for services multiplied by a [redacted] ***percent ([redacted]%)*** markup for all ***Non-Clinical Payroll Providers*** and [redacted] ***percent ([redacted]%)*** for all ***Clinical Payroll Providers*** (collectively, "Payroll Provider Administrative Fee") which shall be invoiced to Client as an hourly bill rate. In addition, Client shall reimburse AMN for pre-approved reasonable expenses of Payroll Providers.

(3) Client agrees to pay AMN for all hours worked by a Payroll Provider, including any hours spent in orientation. For the avoidance of doubt, orientation includes those pre-start activities or any pre-start training that the Payroll Providers participate in to prepare or onboard for his/her assignment when done on-premises.

(4) Unique Local and State Taxes or Surcharges. Certain counties, cities and states may have a unique tax or surcharge at the county, city or state level (for example, Healthy San Francisco Tax). If this scenario

arises, AMN will pass this unique tax or surcharge on to Client at cost, with no Payroll Provider Administrative Fee applied.

F. **Work Week.** Client agrees that billing will be provided weekly and according to Client's work week which begins Sunday and ends the following Saturday.

G. **Overtime.** Client agrees to pay one and one-half (1.5) times the applicable confirmed hourly rate for all hours worked by Payroll Providers of more than forty (40) hours in one (1) week. If any applicable law requires a Payroll Provider to be paid daily overtime (an overtime multiple such as 1.5 times or 2 times the applicable confirmed rate per hour), Client shall pay AMN the same multiple on the applicable confirmed rate for such hours. AMN may comply with Client's policies regarding overtime when such compliance accords with AMN's or the employing party's obligations under state and federal laws, and are communicated to AMN concurrently with the execution of this Agreement or at least ninety (90) days prior to the effective date of such changes.

H. **Holidays.** Client shall pay one and one-half (1.5) times the applicable confirmed rate for time worked by Payroll Providers on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. A holiday begins at 12:00 a.m. on the day of the holiday and ends at 11:59 p.m. on the day of the holiday. Client shall pay for hours worked on the day of the holiday.

I. **Additional Obligations.**

(1) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of a Payroll Provider's assignment under Client's supervision, including but not limited to applicable Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. Client will provide each Payroll Provider with all necessary site-specific training, orientation, equipment (including Respiratory Fit Testing) and evaluations that are required for members of Client's workforce under applicable federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA. Further, Client will utilize Payroll Providers only for the need requested and will assign Payroll Providers to work only in the areas in which they are professionally qualified and oriented to work. Client agrees to float a Payroll Provider only in accordance with Client's floating policies for all staff, and the clinical experience of such Payroll Provider. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.

(2) Payroll Providers shall perform work at Client's location(s) and under Client's supervision and direction. Client has full medical responsibility of its patients in general and shall provide and be responsible for oversight of Payroll Providers in connection with the temporary or full-time conversion professional services provided by Payroll Providers for Client. Client will control the details of the work and will be responsible for the work product of Payroll Providers. AMN, Affiliated Companies or Subcontractors will not provide office space, equipment or other materials required for the performance of work by Payroll Providers assigned to Client hereunder.

(3) Client agrees to complete an evaluation regarding the performance of each Payroll Provider upon completion of Payroll Provider's assignment (or after the first completed shift and annually thereafter for Per Diem Clinical Payroll Providers) and to forward each such evaluation to AMN within fifteen (15) days.

(4) Client shall be solely responsible for implementing, maintaining and administering Client's employee benefit plans so that such plans effectively exclude Payroll Providers from coverage where Client does not intend to cover Payroll Providers. Client agrees that AMN shall not be liable to Client for any claims for benefits under Client employee benefit plans that may be asserted by Payroll Providers.

(5) Affiliated Company or Subcontractor, as applicable, will employ Payroll Providers and manage all employment aspects of their respective employed Payroll Providers assigned to Client, to include hiring, employment-based counseling, terminations, and placement. Affiliated Companies or Subcontractors shall be responsible for the payment of wages to their respective employed Payroll Providers for work performed on assignments hereunder and Affiliated Company or Subcontractor, as applicable, shall

verify the identity and right to work of each of their respective employed Payroll Providers under the United States immigration laws.

J. Insurance.

(1) AMN shall, and AMN shall contractually require Affiliated Companies and Subcontractors to, maintain at each of its own respective expense, the following insurance:

(i) Workers' Compensation for employees as required by law with statutory minimum limits, or for states without a minimum, minimum limits of $1,000,000, and Employers' Liability with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate for Payroll Providers; and

(ii) Commercial General Liability with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate for bodily injury and property damage; and

(iii) For Payroll Providers providing clinical services, Professional Liability with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate; and

(iv) For Payroll Providers providing non-clinical services, Errors and Omissions Liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 annual aggregate covering any damages caused by an error, omission or any negligent act of Affiliated Company, Subcontractor, their respective employees and Payroll Providers; and

(v) Unemployment insurance as required by law for all employees; and

(vi) Automobile Liability with limits of not less than $1,000,000 combined single limit.

(2) AMN shall contractually require Subcontractors to furnish certificates of insurance evidencing liability insurance covering Subcontractor and its employees. In the event such liability insurance is not commercially available in the amounts required, then the parties shall provide insurance in such amounts as they shall mutually agree to in writing. AMN shall have no liability or responsibility to provide insurance on behalf of Subcontractors or their Payroll Providers or employees.

K. Removal of Providers from Assignment. Client may immediately terminate a Payroll Provider assignment upon providing written notice to AMN. If Client terminates a Payroll Provider prior to such Provider completing at least one (1), 4-week assignment or 160 hours on assignment at Client's Facility, Client agrees to pay AMN for any applicable onboarding expenses.

L. Hiring of Payroll Providers by Client. For purposes of this entire Section, hours of Payroll Providers include all hours worked at Client after the Go Live Date of this Service Line Exhibit.

(1) Client will have sole responsibility for making hiring decisions with respect to Payroll Providers that Client decides to hire ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date Conversion Candidates are hired by Client, Conversion Candidates are employees of Client and neither AMN, Affiliated Company nor Subcontractor shall have liability for any acts or omissions of such Conversion Candidates.

(2) Right to Hire Payroll Providers. Following presentation or confirmation of Payroll Provider for an assignment, whichever is later, Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) a Payroll Provider only after the completion of at least (i) one (1) 4-week assignment, or (ii) 160 hours on assignment at Client's Facility. Except where prohibited by law, should Client hire or retain the services of any Payroll Provider and Payroll Provider has worked less than or equal to one (1), 4-week assignment or 160 hours, Client shall pay AMN for any applicable onboarding expenses. Client shall provide AMN at least thirty (30) days' prior written notice of its intent to directly hire any Payroll Providers, including the date of anticipated hire.

(3) Guarantee Period: 0-Hour Conversion. In the event that a 0-hour Conversion Candidate is hired by Client pursuant to this Service Line Exhibit resigns or is terminated within thirty (30) days following commencement of employment, then Client shall select by written notification either a refund of the conversion fee paid for such Conversion Candidate or a free-of-charge Conversion Candidate replacement on the following basis:

(i) If the date of resignation or termination ("End Date") is between one (1) and thirty (30) days following the Conversion Candidate's first (1st) day of employment ("Start Date"), then AMN shall refund to Client the conversion fee on a prorated basis, with AMN retaining the percentage of the conversion fee equal to the percentage of the time worked by the Conversion Candidate during the thirty (30) day guarantee period.

(ii) AMN will not be bound by the thirty (30) day guarantee period as specified herein, if any of the following occurs during the performance of this Service Line Agreement:

(a) Placed Conversion Candidate is discharged due to change in business conditions (e.g., Client general layoff or restructuring) or other factors out of the placed Conversion Candidate's control; or

(b) Placed Conversion Candidate resigns due to a material misrepresentation of the job description or financial condition of Client, reporting structure, or is asked to perform activities that are unethical.

(iii) Guarantee Period Invoicing. AMN will invoice Client only when employment, resulting from AMN's placement, is commenced and the Conversion Candidate is hired by Client within one (1) year of referral. Payment of a correct invoice by Client shall be due within ninety (90) days after the date of hire of Conversion Candidate's referral and shall include remittance instructions.

(4) The obligations of this Section survive the expiration or termination for any reason of this Agreement for a period of twelve (12) months.

M. Limitation of Liability.

(1) Client agrees, and AMN shall contractually require Affiliated Companies and Subcontractors to agree, that Client Affiliated Companies and Subcontractors, as applicable, shall each be liable to the other party under this Section only for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of its respective directors, officers, and employees.

(2) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AMN NOR CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

(3) CLIENT AGREES THAT CLIENT, AFFILIATED COMPANIES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). FURTHER, CLIENT AUTHORIZES AMN TO INCLUDE A CONTRACTUAL PROVISION IN THE SUBCONTRACT AGREEMENTS TO EFFECT SUCH TERMS STATED IN THIS SUBSECTION.

(4) The obligations set forth in this Section shall expressly survive the expiration or termination, for whatever reason, of this Agreement.

Exhibit A-8
SERVICE LINE – Executive Search

A. Scope of Services. AMN will provide permanent search and recruitment services for leadership positions ("**Executive Search Services**") through AMN Leadership Solutions, Inc. and its subsidiaries, as agreed to by the parties in one or more confirmation form(s), which will outline the search services to be conducted. Executive Search Services shall be confirmed through an Executive Search Confirmation Form ("**Executive Search Confirmation Form**"), a sample of which is attached hereto as **Attachment 1** to **Exhibit A-8**. The terms set forth in this Service Line Exhibit apply only to Executive Search Services as agreed to by the parties in the Executive Search Confirmation Forms.

B. Term of Service Line Exhibit. This Service Line Exhibit shall commence for a period of three (3) years from the Go Live Date to be mutually agreed to by the parties in writing ("Service Line Initial Term"), unless earlier terminated by either party as set forth in Section 6 of the Agreement. This Service Line Exhibit may be renewed by the parties for two (2) successive one (1) year terms (each a "Service Line Extension Term") by written mutual agreement. The Service Line Initial Term and all Service Line Extension Terms shall collectively be referred to herein as the "Service Line Term."

C. Executive Search Confirmation Form.

(1) AMN and Client shall execute an Executive Search Confirmation Form to commence permanent searches ("**Search(es)**"). Additional Searches may be added through mutual agreement of the parties through execution of additional Executive Search Confirmation Forms. Once Client and AMN identify a specific candidate for a Search, Client agrees that the candidate's acceptance of a job offer may be verified in writing, including via email, to AMN.

(2) Unless otherwise stated in a specific Executive Search Confirmation Form or terminated earlier as permitted under this Agreement, each Executive Search Confirmation Form shall be effective for twelve (12) months from the date of the last signature of the Executive Search Confirmation Form.

(3) Either party may terminate an Executive Search Confirmation Form at any time upon providing thirty (30) days prior written notice to the other party. If such termination results from Client's breach of any obligation, including failure to pay an invoice when due, no prior notice shall be required. Upon termination of an Executive Search Confirmation Form, AMN shall have no further obligation to conduct a Search, and Client shall promptly pay all fees and expenses that are due and owing to AMN.

D. AMN Obligations.

(1) AMN agrees to conduct the Search(es) specified in each Executive Search Confirmation Form.

(2) For each Search, AMN will: develop a position overview based on organizational assessment meeting(s) with Client; advise on current market factors impacting recruitment and competitive compensation package requirements; recruit and screen prospective candidates; prepare and present candidate summary information; conduct candidate vetting process including reference checks on finalist candidates; and participate in the extension of the offer and any negotiations on behalf of Client.

E. Client Obligations.

(1) Client shall pay AMN all fees provided for in any Executive Search Confirmation Form. Client agrees to pay AMN for the performance of Services described in this **Exhibit A-8** for the not-to-exceed annual amount of **$5,000,000** during the Service Line Term inclusive of travel expenses.

(2) Unless otherwise provided, if another candidate that AMN previously submitted to Client for a Search accepts an offer of employment with Client, or any of Client's corporate subsidiaries or affiliates, within one (1) year of the candidate being referred to Client by AMN, Client shall pay AMN another fee equal to [redacted] percent ([redacted]%) for each accepted candidate's first year's compensation ("**Multiple Selection Fee**").

(3) While an Executive Search Confirmation Form is in effect, Client agrees to refer all potential candidates for a Search to AMN for evaluation.

(4) Unless otherwise provided, Client shall pay all correct invoices within thirty (30) days from the invoice date.

F. **Candidate Reference Information.** Initial reference information, such as education and credential checks, is received from sources, candidates and other third parties, and thus, AMN cannot guarantee the content or accuracy of this information. Client shall rely upon its own referencing when making a final candidate selection.

G. **Replacement Search.** In the case where a candidate accepts an offer of employment with Client but either does not start employment or leaves employment within the first twelve (12) months of employment, AMN/B.E. Smith, LLC (collectively, "**AMN/BES**") will agree to initiate a one-time replacement search ("**Replacement Search**") if: (1) Client has paid all outstanding fees and expenses; (2) there has been no ownership or material governance structure changes in Client's organization (changes to the member composition of Client's governing body shall not constitute a material governance structure change); (3) Client provides written notice to AMN within thirty (30) days of the candidate's departure; (4) Client has not materially changed the Search or the Search position's title, responsibilities, or compensation; (5) AMN has not previously performed a Replacement Search for the same Search; and (6) the candidate's departure was not the result of death or disability. Client agrees to pay for all reasonable out-of-pocket expenses relating to the Replacement Search. The Replacement Search will serve as the exclusive remedy for Client in the event an accepted candidate fails to commence employment with Client or a candidate leaves employment within twelve (12) months of employment. All expenses must be supported by written receipts. AMN agrees to comply with Client's Travel Reimbursement policy.

H. **Compliance with Laws and Direct Employment Relationship.** In accordance with federal and state equal opportunity laws, AMN/BES will refer all qualified candidates without regard to race, color, national origin, sex, age, physical handicap, medical condition or other status protected by law. Client and AMN/BES agree that upon Client's hiring of a candidate, Client is the sole and direct employer of that employee and is solely responsible for the employment relationship and all legal obligations therewith. It is Client's responsibility to satisfy itself as to the identity and suitability of the candidate, including but not limited to all applicable verification, licensing, and other credentialing requirements ensuring such candidate has the necessary experience, training, qualifications, and work authorization. Credentialing requirements that are the responsibility of Client include but are not limited to applicable drug screening, criminal background checks, physical examinations, state license, registration or certification, application, job description, references, state board certification, and any other additional requirements.

I. **Termination of this Service Line Exhibit.** Upon termination of this Service Line Exhibit, Client shall pay AMN/BES for all services performed in accordance with this Service Line Exhibit through the date of termination and shall make all other payments that come due prior to the date of such termination. This Service Line Exhibit shall be binding on and inure to the benefit of the successors and/or assigns of AMN/BES.

Attachment 1 to Exhibit A-8
Executive Search Confirmation Form

This Executive Search Confirmation Form is entered into between University Medical Center of Southern Nevada ("**Client**") and AMN Leadership Solutions, Inc. on _____, 20____ and the applicable Service Line Exhibit (collectively, "**Executive Search Confirmation Form**"). The parties agree that AMN Leadership Solutions, Inc. or its subsidiary, B.E. Smith, LLC (collectively, "**AMN/BES**") will initiate the following permanent search ("**Search**") listed in Section A for Client, and Client shall pay AMN/BES for the Search according to the terms listed below:

E. **Search(es):** AMN/BES agrees to conduct the following Search(es) under this Executive Search Confirmation Form:

Search 1
Position:
Facility Name: **University Medical Center of Southern Nevada (UMC)**
Facility Address: **1800 West Charleston Boulevard, Las Vegas, NV 89102**
Projected Total First Year Compensation:

F. **Fees:** Client shall pay the following fees and expenses associated with each Search listed in Section A:

1. Professional Fee. A fee in the amount of [redacted] percent ([redacted]%) of the Search position's base salary, incentive/bonus, and sign-on bonuses ("**Total First Year Compensation**") or $TBD, whichever is greater ("**Professional Fee**"), for each Search listed in Section A. The Projected Total First Year Compensation for each Search is listed in Section A, and Client agrees to pay the Professional Fee based on the Projected Total First Year Compensation ("**Estimated Professional Fee**") for each Search in the following manner:

    i. Initial Payment: 50% due at signing (individual search confirmation forms)
    ii. Second Payment: 25% due at candidate presentation / interviews
    iii. Final Payment: Due at candidate's acceptance

    Upon a candidate signing an offer, if the actual Professional Fee exceeds the Estimated Professional Fee, AMN/BES will issue a final invoice to account for the difference ("**Reconciliation Invoice**"), and Client shall pay the Reconciliation Invoice.

2. Fixed Project Fee. Standard marketing and administrative fees of $[redacted] reduced to $[redacted] for each Search listed in Section A due at signing of this Executive Search Confirmation Form ("**Fixed Project Fee**").

3. Out-of-Pocket Expenses. AMN/BES's reasonable out-of-pocket expenses, including but not limited to AMN/BES's onsite visits and prospective candidate's travel expenses related to interview and selection, for each Search listed in Section A ("**Out-of-Pocket Expenses**").

4. Assessment Fees. (N/A).

G. **Special Terms (if applicable):**

NOTE: Signature / Approval Block – Next Page

AGREED AND ACCEPTED:

Client	**AMN/BES**
Signature: _____	Signature: _____
Name: Mason Van Houweling	Name: Steve Leatherman
Title: Chief Executive Officer	Title: Director, Client Organization West
Date: _____	Date: _____

Exhibit B
Client Facilities

Facility Name: University Medical Center of Southern Nevada
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

Exhibit C
Client Requirements Table

Provider Credential Requirements			
Type	**Requirement**	**Requirement Description**	**Divisions Applicable**
Federal	I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. Documentation to be retained by staffing agency.	Travel, Allied, Local, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.	Travel, Allied, Local, Locums, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
State	Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.	Travel, Allied, Local, Locums, Interim Leadership, International, Revenue Cycle (Remote, Onsite)
State	Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.	Travel, Allied, Local, International, Revenue Cycle (Remote, Onsite)
State and/or Federal	Other Regulatory Requirements	Human Resources, Employee Health, Education/Training as required by county/state/federal regulations for applicable practice settings.	Travel, Allied, Local, Locums, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Human Resources	Background Check	Attestation for completion of 7-year search for SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP (Violent Sexual Offender Predatory) completed prior to first assignment with agency. Updated every 3 years thereafter. If break in service > 90 days must run counties listed during break in service.	Travel, Allied, Local, Interim Leadership, Non-Clinical, Revenue Cycle (Remote, Onsite)
Human Resources	Background Check	Attestation for completion of 7-year search for SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP (Violent Sexual Offender Predatory) completed prior to first assignment with agency. Updated every 3 years thereafter.	Locums
Human Resources	Background Check	Attestation for completion of a thorough background check completed by the Department of Homeland Security (DHS) for all immigrant Visas issued. The DHS criminal check is accomplished through a review of the Police Clearance Report from their country of residence from the age of 16. This report shows all charges and convictions handled by the Police.	International

Human Resources	Background Check - DMV Check	Attestation for completion of 7-year Department of Motor Vehicle Check, prior to start of first assignment with agency, updated every 3 years thereafter, for home health assignments only. Documentation to be retained by staffing agency. If break in service > 90 days, must run counties listed during break in service.	Travel, Allied, Local, International
Human Resources	Background Check - DMV Check	Attestation for completion of 7-year Department of Motor Vehicle Check, prior to start of first assignment with agency, updated every 3 years thereafter, for home health assignments only. Documentation to be retained by staffing agency.	Locums
Human Resources	Board Certification	Primary source verification prior to first assignment, updated upon requalification.	Locums
Human Resources	Education Verification	Accept board certification. If not board certified, primary source verification of highest level of education prior to first assignment and upon requalification.	Locums
Human Resources	Education Verification for Non-Licensed Providers	A diploma, degree or transcripts is acceptable.	Travel, Allied, Local, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Human Resources	Facility Specific Documents	Collection and/or DocuSign for business-critical facility documents include the following: facility confidentially agreement, IT security facility access, and related policies and procedures.	Travel, Allied, Local, Locums, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Human Resources	FACIS level 3	Attestation for completion of: Fraud and Abuse Control Information System which includes OIG, GSA, DEA, FDA, PHS, ORI, TRICARE, and OFAC-SDN data and Medicare Opt-out completed prior to first assignment with agency and upon requalification.	Locums
Employee Health	Drug Screening	Attestation for completion of Standard 10 panel drug screen prior to start of first assignment with agency, updated annually thereafter. If break in service > 90 days, retesting required.	Travel, Allied, Local, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Employee Health	Hepatitis B	Declination, 2 or 3 vaccine series (depending on manufacturer), or positive antibody titer If negative titer, booster, or declination after titer.	Travel, Allied, Local, International, Non-Clinical (Patient Facing only), Revenue Cycle (Onsite only)
Employee Health	COVID-19 Vaccine Status	1 or 2 vaccines depending on manufacture or an approved religious/medical exemption by agency on file prior to start of assignment.	Travel, Allied, Local, Locums, International, Non-Clinical, Revenue Cycle (Onsite only)
Employee Health	Influenza	Seasonal vaccine or declination updated annually.	Travel, Allied, Local, Interim Leadership, International, Non-Clinical (Patient Facing only), Revenue Cycle (Onsite Only)

Employee Health	Measles, Mumps, Rubella, Varicella	2 vaccines or positive IGG titer. If negative titer booster or declination after titer.	Travel, Local, International, Non-Clinical (Patient Facing only), Revenue Cycle (Onsite Only)
Employee Health	Statement of Good Health	Statement of good health or completed physical exam prior to first assignment with agency, if break in service > 90 days; then needs to be within the previous year.	Travel, Allied, Local, Locums, Interim Leadership, International, Revenue Cycle (Onsite Only)
Employee Health	Tdap	Vaccine required every 10 years or declination.	Travel, Allied, Local, International
Employee Health	Tuberculosis Screening	Annual negative TB skin test or QuantiFERON Gold or T-Spot. Must state negative results. If positive, must show proof of positive history, initial Chest x-ray and annual TB Questionnaire thereafter.	Travel, Allied, Local, Interim Leadership, International, Non-Clinical (Patient Facing only), Revenue Cycle (Onsite Only)
Education	Basic Life Support (BLS)	Current Card from acceptable agency AHA (American Hospital Association), American Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI (American Safety & Health Institute). BLS is required for those Providers in an acute care setting, providing direct patient care.	Allied, Locums
Education	Basic Life Support (BLS)/Cardiopulmonary Resuscitation (CPR)	Current Card from acceptable agency (AHA, Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI). BLS is required for those Providers in a direct patient care position. CPR or Online cards accepted for LPNs, CNAs, and unlicensed Providers.	Travel, Local, International, Revenue Cycle (Onsite Only)
Education	Regulatory Education	Documentation of agency educational training to the requirements of OSHA and other regulatory agencies, completed annually.	Travel, Allied, Local, Locums, Interim Leadership, International, Non-Clinical, Revenue Cycle (Remote, Onsite)
Education	Specialty Certification	Facility or unit specific.	Travel, Allied, Local, Locums, International, Revenue Cycle (Remote, Onsite)

Any modifications to the Provider Credential Requirements will be agreed to in writing and will be effective for new Provider starts on a date agreed to between AMN and Client.

Exhibit D

ShiftWise End User License Agreement

ShiftWise, Inc. ("SHIFTWISE") makes available to your legal business entity and its authorized users ("you") the executable code versions of SHIFTWISE's ShiftWise™ or ShiftWise Connect™ Vendor Management System (VMS) software, Internal Resource Pool (IRP) software, Staff Time Trax (STT) software, and/or VeriStaff software, and related documentation and derivative works, if any (the "SHIFTWISE PRODUCT(S)"), under the terms of this SHIFTWISE End User License Agreement (the "AGREEMENT").

BY ACCESSING AND/OR USING THE SHIFTWISE PRODUCT(S) OR CLICKING ON THE "I AGREE" OR SIMILAR BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ARE CONSENTING TO BE BOUND BY ITS TERMS.

To the extent that SHIFTWISE provides you access to any updates or upgrades to the SHIFTWISE PRODUCTS, this AGREEMENT will also govern any such software updates or upgrades, except for any upgrades that are accompanied by a separate license in which case the terms of that license will govern.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SHIFTWISE PRODUCT(S) OR ANY PART OF THE SHIFTWISE PRODUCT(S).

1. **LICENSE GRANT AND LIMITATIONS**

a. **Grant.** SHIFTWISE grants to you a non-transferable and non-exclusive right and license to access the SHIFTWISE PRODUCT(S) from its servers and use the executable code version of the SHIFTWISE PRODUCT(S). No right is given to you or any third party to, and you shall not directly or indirectly, copy, modify, create a derivative work of, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any SHIFTWISE software included in the SHIFTWISE PRODUCT(S) (including source and object code) or to sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the SHIFTWISE PRODUCT(S). You shall not allow any third party to access the SHIFTWISE PRODUCT(S) other than authorized users within your organization. You agree not to modify the SHIFTWISE PRODUCT(S) in any manner or form, or to use modified versions of the SHIFTWISE PRODUCT(S), including, without limitation, for the purpose of obtaining unauthorized access to the SHIFTWISE PRODUCT(S).

b. **Limitations.** The software is licensed, not sold. All rights not expressly granted herein are reserved by SHIFTWISE. Further, you agree not to copy, market or distribute the SHIFTWISE PRODUCT(S).

2. **TERMINATION**

a. **Termination.** This Agreement is effective until terminated by SHIFTWISE upon written notice. SHIFTWISE may terminate this Agreement (i) immediately for a material breach of its terms that you fail to cure within thirty (30) days of your receipt of such notice, or (ii) upon termination of any services agreement between you and SHIFTWISE. Upon termination of the AGREEMENT, your right to use the SHIFTWISE PRODUCT(S) will terminate immediately and without notice, but all provisions of this AGREEMENT, except the license grant in Section 1, will survive termination and continue in effect.

b. **Bankruptcy.** SHIFTWISE may also terminate this Agreement immediately by written notice to you if there occurs any assignment of your assets for the benefit of creditors, your dissolution, your voluntary act of bankruptcy, or any involuntary filing under any bankruptcy law against you which is not dismissed within thirty (30) days of filing.

c. **Effect.** Upon expiration or termination of this Agreement for any reason:

i. The license granted to you under this Agreement will become null and void.
ii. All outstanding obligations or commitments of either party to pay amounts to the other party, if any, will become immediately due and payable.
iii. You must destroy any back-up copies of the SHIFTWISE PRODUCT(S) in your possession.

3. **PROPRIETARY RIGHTS**

Except as expressly provided for in Section 1 of this Agreement, SHIFTWISE and/or its licensors retain any and all right, title and interest in and to the SHIFTWISE PRODUCT(S). This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of SHIFTWISE. You receive no rights to and will not sell, assign, lease, market, distribute, transfer, encumber or suffer to exist any lien or security interest on any SHIFTWISE PRODUCT(S), nor will you take any action that would cause any SHIFTWISE PRODUCT(S) to be placed in the public domain. You will not make any warranties with respect to any SHIFTWISE PRODUCT(S) beyond those made to you by SHIFTWISE under this AGREEMENT.

4. **CONFIDENTIAL INFORMATION**

a. **Definition.** "Confidential Information" means all confidential and proprietary information and data, regardless of the format in which it is provided, of either party or any third party, whether or not marked "confidential" or "proprietary" or specifically identified at the time of the disclosure as confidential or proprietary or which by its nature the receiving party knows or reasonably should know is confidential is Confidential Information. Information and data, whether written or oral, which is designated by the disclosing party as confidential shall be presumed Confidential Information by the receiving party. Confidential Information shall include without limitation, the disclosing party's trade secrets, methodologies, business plans, data, cost and price data, marketing information, software, computer and telecommunications systems, memoranda, papers, letters, e-mail, notes, plans, documentation, records, and all copies thereof, relating to the existing or planned business or technology of the disclosing party, and any software in source code or object code form, processes, specifications, or data developed in connection with this Agreement. Both SHIFTWISE and you acknowledge and agree that any information and data that SHIFTWISE, you, or any third party inputs into the SHIFTWISE PRODUCT(S) or that is generated by the SHIFTWISE PRODUCT(S) is Confidential Information.

b. **General Nondisclosure Obligations.** The confidentiality provisions in any separate services agreement between the parties with respect to the SHIFTWISE PRODUCTS will govern the non-disclosure and use obligations of the parties with respect to Confidential Information. You agree that you will not use the SHIFTWISE PRODUCT(S) in a manner that would disclose Confidential Information to any third party in violation of your duty not to disclose such Confidential Information.

c. **Use of personnel profile information.** The obligations of this Section 4 shall in no way prohibit or restrict SHIFTWISE from disclosing or delivering any clinician's profile information to that clinician to enable him or her access to his or her profile information to review, update, modify or supplement such information and communicate the same to hospitals and/or staffing suppliers to secure staff placements.

d. **Personal Health Information ("PHI").** You agree that you will not provide PHI to SHIFTWISE nor will you enter PHI into any SHIFTWISE software or the SHIFTWISE PRODUCT(S). Unless otherwise agreed to by the parties, SHIFTWISE will not store and will not be asked to store, PHI, on any portable laptop, desktop computer, or other removable electronic media. "PHI" means protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated pursuant thereto (collectively, "HIPAA").

5. **DISCLAIMER OF WARRANTIES**

THE SHIFTWISE PRODUCT(S) IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SHIFTWISE FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SHIFTWISE DOES NOT WARRANT THAT THE SHIFTWISE PRODUCT(S) WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. SHIFTWISE'S LIABILITY FOR ANY CAUSE OF ACTION OR DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE SHIFTWISE PRODUCT(S) SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID TO SHIFTWISE OR BY YOU FOR USE OF THE SHIFTWISE PRODUCT(S).

6. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL SHIFTWISE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SHIFTWISE PRODUCT(S) INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, (WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION,) EVEN IF SHIFTWISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **GENERAL**

a. **Export. This AGREEMENT is subject to all applicable export restrictions.** You may not export or re-export the SHIFTWISE PRODUCT(S) to a national of a country that is prohibited under U.S. law without a license or a license exception from the U.S. Department of Commerce nor otherwise violate any provision of U.S. export laws.

b. **Government Use.** The SHIFTWISE PRODUCT(S) is a "commercial item" as that term is defined in 48 C.F.R. 2.101 consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202.1 through 227.7202.4, all U.S. Government end users acquire the SHIFTWISE PRODUCT(S) with only those rights set forth therein.

c. **Governing Law.** Unless otherwise agreed to in writing by SHIFTWISE and you, this AGREEMENT will be governed by the laws of the State of Texas, without regard to any conflicts of law rules or principles, and the federal and state courts for Dallas County, Texas shall have jurisdiction over any disputes, claims or controversies arising out of or related to this AGREEMENT, and you irrevocably waive any objection to the jurisdiction of such courts.

d. **Copyright.** The SHIFTWISE PRODUCT(S) are protected by the United States Copyright Law and International Treaties. Unauthorized reproduction and distribution is subject to civil and criminal penalties. © 2011 - 2019 - SHIFTWISE.

e. **Assignment and Binding Effect.** You may not assign this AGREEMENT or the license granted hereunder without the express written consent of the other party, other than in connection with an acquisition of all or substantially all of your business, stock or assets by merger, sale or otherwise, and any attempt to do so will be void.

f. **Notices.** Any notice required to be sent to a party under this AGREEMENT will be in writing, effective on receipt by that party, and will be sent by fax, first-class mail or personal delivery to the address provided to the other party.

g. **Waiver and Severability.** The waiver of one breach or default under this AGREEMENT will not constitute the waiver of any subsequent breach or default. Any provision of this AGREEMENT held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this AGREEMENT will continue in full force and effect.

h. **Excusable Delays.** SHIFTWISE will not be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency and shortage of materials.

i. **Construction and Complete Agreement.** If any provision of this AGREEMENT is held to be unenforceable, that provision will be enforced to the extent permitted by law, and the remaining provisions will remain in full force and effect. This AGREEMENT and any separate services agreement between the parties with respect to the SHIFTWISE PRODUCTS are the complete agreement between us with respect to the subject matter therein, and supersede any prior agreement, or understanding, whether oral or written, with respect to the subject matter therein. SHIFTWISE may make changes to this AGREEMENT from time to time, and shall provide you prior written notice of such changes. When such changes are made, SHIFTWISE will make a new copy of this Agreement available to you, via notice sent to your email address or via the online entry point for the SHIFTWISE PRODUCTS. You acknowledge and agree that to continue use of the SHIFTWISE PRODUCTS you will be required to accept such updated Agreement. In the event of a conflict between this AGREEMENT, or any updated version of this AGREEMENT, and any separate services agreement between the parties with respect to the SHIFTWISE PRODUCTS, the most current version of this AGREEMENT shall control.

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: 31

Corporate/Business Entity Name:	AMN Healthcare, Inc.	
(Include d.b.a., if applicable)	AMN	
Street Address:	8840 Cypress Waters Blvd, Suite 300	**Website:** amnhealthcare.com
City, State and Zip Code:	Dallas, TX 75019	**POC Name:** Jay Schupp **Email:** jay.schupp@amnhealthcare.com
Telephone No:	(866) 871-8519	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**	871 Coronado Center, Suite 234	**Website:** amnhealthcare.com
City, State and Zip Code:	Henderson, NV 89052	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** Jay Schupp **Email:** jay.schupp@amnhealthcare.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)
DOUGLAS D. WHEAT	Chair, Board of Directors Executive Committee	
CARY GRACE	President and Chief Executive Executive Committee	
MARK G. FOLETTA	Chair, Audit Committee	
TERI G. FONTENOT	Audit Committee Corporate Governance & Compliance Committee	
R. JEFFREY HARRIS	Chair, Corporate Governance & Compliance Committee Compensation Committee Executive Committee	
DAPHNE E. JONES	Audit Committee Compensation Committee	
MARTHA H. MARSH	Chair, Compensation Committee	
SYLVIA TRENT-ADAMS	PhD, RN, FAAN Corporate Governance & Compliance Committee Compensation Committee	
JORGE A. CABALLERO	Audit Committee Corporate Governance & Compliance Committee	

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.)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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:
John Rothwell
AC02B077DF524CC...
Signature

John Rothwell
Print Name

SVP Sales, Enterprise & Strategic Solutions
Title

4/13/2023
Date

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

Issue:	**Agreements with Philips Healthcare, a division of Philips North America 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 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)***

FISCAL IMPACT:

Fund Number: 5430.011
Fund Name: CC Cap Equip Trans
Fund Center: 3000709100
Funded Pgm/Grant: N/A
Description: Agreements for Cath Lab Replacement Project
Bid/RFP/CBE: NRS 450.525 & 450.530 - GPO
Term: Estimated 40 weeks for build out and installation; 1-5 year warranty
Amount: $4,231,513.02
Out Clause: 60 days w/o cause; Budget Act and Fiscal Fund Out

BACKGROUND:

This request is for approval of the Agreements with Philips Healthcare, a division of Philips North America LLC ("Phillips") for the purchase, build out and installation of new Philips Azurion 7 C20 equipment in UMC's future lab EP3. This project will increase UMC's Catheterization Laboratory volume and service lines, which is expected to increase hospital revenue.

The Agreements include:

- Quote 1-2UFKIE7 for the purchase of the Azurion 7 C20 system;
- Turnkey Contracting Proposal, SOW_ N-WES220374, which outlines the full scope for the build out and installation portion of the project

Under the Turnkey Contracting Proposal, Philips will facilitate construction for the build out and installation required for the new equipment. Under the Agreement, Philips is required to follow the prevailing wage and bonding requirements found in Nevada Revised Statutes Chapter 338. Staff also requests authorization for the hospital CEO to execute any future change orders within the not-to-exceed amount of this Agreement if deemed beneficial to UMC. UMC may terminate for convenience upon sixty (60) days prior written notice to Philips.

Cleared for Agenda
April 14, 2023

Agenda Item #

20

This Agreement is being entered into pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Clinical Support Services has reviewed and recommends approval of these Agreements. The Agreements were approved as to form by UMC's Office of General Counsel.

Philips currently holds a Clark County business license.

PHILIPS HEALTHCARE
A division of Philips North America LLC
414 Union St, 2nd Floor
Nashville, TN 37219

PHILIPS

Quotation #: 1-2UFKIE7	**Rev:** 7	**Effective From:** 10-Jan-23	**To:** 11-Mar-23

Presented To:

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Date Printed: 10-Jan-23

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Quote Solution Summary

Line #	Product	Qty	Price
	100237 Azurion 7 M20	1	$4,023,450.02
	100249 Azurion Upgrades	1	$17,590.75
	102503 IntraSight	1	$190,472.25
		Equipment Total:	$4,231,513.02

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100237 Azurion 7 M20	1	$4,023,450.02		$4,023,450.02

Buying Group: **HEALTHTRUST PURCHASING GROUP** **Contract #:** **HPG81970**

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 80% Shipment, 20% Due When the Product is Available for First Patient Use, Net due 45 days from date of invoice

100249 Azurion Upgrades	1	$17,590.75	$17,590.75

Buying Group: **HEALTHTRUST PURCHASING GROUP** **Contract #:** **HPG81970**

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 80% Shipment, 20% Due When the Product is Available for First Patient Use, Net due 45 days from date of invoice

102503 IntraSight	1	$190,472.25	$190,472.25

Buying Group: **HEALTHTRUST PURCHASING GROUP** **Contract #:** **HPG81970**

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 80% Shipment, 20% Due When the Product is Available for First Patient Use, Net due 45 days from date of invoice

Quote Summary

100237 Azurion 7 M20

Qty	Product
1	NNAT134 Stentboost Live bundle
1	NNAT211 Azurion 7 C20
1	NCVD069 ClarityIQ.
2	FCV0824 video WCB on rear side 1st MCS
1	FCV0834 coupling to video switching
1	NCVD058 FlexSpot
1	NCVC542 Dynamic Coronary Roadmap
1	NCVC265 Prep table for Table Mount inj
9	FCV0588 Isolated Wall Connection Box
1	NCVA082 Intercom
1	NCVD061 optional ref monoplane
1	NCVC051 Non swivel, mounted IN floor
1	NCVD099 Quantitative Coronary Analysis
1	NCVD059 FlexSpot secondary monitor
1	NCVD100 Left Ventricular Analysis
1	NCVA783 table pivot option
1	NCVD064 extension to FlexVision Pro
1	NCVD072 SmartMask Monoplane
1	NCVD097 DVD writer
1	NCVD081 Touch Screen Module Pro
1	NCVD076 extension to 30Fr/sec (mono)
1	NCVD078 FD Dual Fluoro monoplane
1	NCVD128 storage extension
1	NCVD032 FlexVision XL HD + 2 LCD's
1	FCV0510 Long mattress cardio
1	989600205302 FLOORPLATE AD5/AD7(NONSWIVEL)
1	459800938361 Clip rails for MCC (390cm)
1	459800706722 MONITOR CEILING CARRIAGE
4	459801079651 Cabinet Rear Cover
1	989801278456 Compact Full Load UPS
1	989801229910 RAD SHIELD W/ARM (CONTOURED) 61X76
1	989801220012 Cable Spooler
1	989801220158 Mark 7 Arterion, Table Mount

Quote Summary

100237 Azurion 7 M20

Qty	Product
1	989801220273 Ceiling Track w/Column & Handle Ext
1	989801220387 Lamp Y LED 1F MCS
1	989801220367 X-Ray Wall box
1	989801220388 Lower Body Protection
2	989801256034 iXR Full Travel Package OffSite
1	989801256038 iXR Allura Essentials 28 Hours OffSite
1	NNAE596 IXR StentBoost Imaging Systems OnSite Education
1	NNAE597 IXR Dynamic Coronary Roadmap OnSite Education
1	NNAE675 Azurion Clinical Education Pkg
1	FCV8053 Advanced Room Solutions Plus
1	SP006 Turnkey Operation
1	Third Party Item Mavig LED 6 160,000 lx lamp
1	SEBLRSVNP1 Customer Note

Options

Qty	Product
1	NCVD138 table tilt option

Quote Summary

100249 Azurion Upgrades - Serial

Qty	Product
1	NNAT150 Equipment Rack - Round
1	SEBLRSVNP1 Customer Note

Quote Summary

102503 IntraSight

Qty	Product
1	NNAW511 IntraSight 7
1	SEBLRSVNP1 Customer Note

100237 Azurion 7 M20

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty	Each	Price
1	**NNAT134	Stentboost Live bundle	1	$0.00	$0.00

StentBoost Live

When inserting a stent in complex cardiac vasculature, inexact positioning and under deployment are always a challenge. StentBoost Live allows physicians to improve the visualization of balloons and stents in coronary arteries on-the-fly to clarify the situation at any moment during an intervention. The user simply presses and holds the foot pedal to boost visualization during the cine run. He can use StentBoost Live to check the position of a device in real-time and confirm stent expansion while the balloon markers are still in place. He can then take any corrective action immediately if required.

To do this, StentBoost Live automatically detects the balloon markers in each acquired image. The detected markers are aligned with the markers found in previous image(s) and temporal and spatial filtering is applied to enhance all radiopaque material in close proximity to the markers. All of this occurs in a few hundreds of milliseconds to produce an enhanced visualization in real-time.

StentBoost Live can be applied to any cine run acquisition and at least four frames of images are required.
StentBoost Live features include:
• Automatic marker detection
• Real-time image enhancement during the StentBoost Live run
• Immediately after acquiring the StentBoost Live run, the run is automatically looped three times to allow for further review
• StentBoost Live functionality is fully integrated in the interventional X-ray system
• Image snapshots or movies can be archived to any DICOM compatible PACS. These include DICOM XA and DICOM SC

Note: when ordering Dynamic Coronary Roadmap and/or StentBoost Live for a non-FlexVision system a single dedicated color monitor must be added to the MCS.

2	**NNAT211	Azurion 7 C20	1	$645,910.75	$645,910.75

Azurion 7 C20 Advanced solution for vascular, non-vascular, embolization to interventional oncology procedures. Key benefits

- Optimized utilization of your lab by procedure based workflow
- Superb image quality to evaluate small details and vessels with clarity.
- Intuitive user interaction delivering an easy to use, easy to learn system.

Changing interventions With our Live Image Guidance we aim to remove barriers to safer, effective and reproducible treatments, delivering clinical value where it's needed most - at the point of patient treatment. Intelligent and intuitive integration of live imaging, patient information, and procedure-based applications optimize real time therapy guidance. The 7 series C20 ceiling system is designed to enhance all the different procedures your interventional lab faces, from vascular, non-vascular and embolization to interventional oncology procedures. This future proof solution is designed around a single, standardized hardware and software platform that can be upgraded and expanded as new needs arise or requirements change. Its architecture is made to easily integrate with third party applications and devices. A new workflow approach aims to support interventional teams in carrying out procedures for their patients, consistently and efficiently with great ease of use. The Philips Azurion 7C20 uses a range of Procedure Cards to

help optimize and standardize system set-up for your cases, from routine to mixed procedures. Procedure Cards can increase the consistency of exams by offering presets (e.g. most-frequently used, default protocols and user-specified settings) on procedure-, physician- or departmental level. In addition, hospital checklists and/or protocols can be uploaded into the Procedure Cards to help safeguard the consistency of interventional procedures and help to minimize preparation errors. The Philips Azurion 7 C20 interventional X-ray suite has been specifically designed to save time by enabling the interventional team to work on all activities in the exam room - and at one or more work spots in the control room at the same time - without interrupting each other. This leads to higher throughput and faster exam turnover and contributes to quality of care. To improve dose management, Philips Zero dose positioning enables you to move the stand and table to the region of interest shown on the last clinical image hold before a new acquisition is started, without any radiation. Specifications The Philips Azurion series contain a number of features to support a flexible and patient centric procedural workflow. The Philips Azurion series (within the limits of the used Operating Room table) are intended for use to perform:

- Image guidance in diagnostic, interventional and minimally invasive surgery procedures for the following clinical application areas: vascular, non-vascular, cardiovascular and neuro procedures.
- Cardiac imaging applications including diagnostics, interventional and minimally invasive surgery procedures.

The Philips Azurion 7 C20 system comprises five functional building blocks:

- Geometry
- X-ray Generation
- Image Detection
- User Interface
- Viewing

Each functional building block is explained in further detail including accessories. **Geometry** A. 7 C20 stand The Philips Azurion 7 C20 stand is a stable assembly of a C-arm and a ceiling suspended L-arm. The X-ray tube and the flat detector are integrated into the C-arm. This provides a compact assembly completely free from the floor, with maximal positioning flexibility and unrestricted access to the patient. The robust design ensures excellent reproducibility of projections, needed in for example subtracted imaging procedures and advanced 3D imaging. The L-arm can be rotated and moved in longitudinal direction allowing a three-sided patient approach and total body coverage.

- L-arm rotation around the patient table: +90, 0, -90 degrees.
- L-arm longitudinal movement: 300 cm

This movement features auto-stops at the parking position, cardio/neuro position and lower peripheral position. B. Patient Support The patient support provides very light manual float movement, even for heavy patients, thanks to the mono-bearing technology. The long flat carbon fiber tabletop provides ample space to place e.g. catheters and endovascular tools. On customer request, the standard table top can be replaced by a table top for neuro procedures. This table top has a smaller width at the head end for better imaging results in neuro procedures.

- Table top length of 319 cm including OR rails (316 cm excluding OR rails), width 50 cm (neuro table top is 45cm at head end)
- Metal-free cantilever 125 cm
- Floating table-top movement of 120 cm longitudinal and 36 cm lateral float range
- Motorized height adjustment range is 74 -102 cm for a table without swivel nor cradle/tilt.
- Maximum cantilever of 223 cm, for full patient coverage
- Table tilt +17 /-17 degrees (optional)
- Table cradle +15 / -15 degrees (optional)
- Pivot range 270 degrees (-90 to +180 or +90 to -180 degrees), table can be locked at any position and has stops at 0, +/-13, +/- 90 and +/- 180 (optional)
- Table swivel, 78.2 cm longitudinal displacement, motorized (optional).

- Maximum load: 250 kg (up to 250 kg patient weight plus 25kg accessories) plus 500 N for CPR in any longitudinal position of the table top

The UIM modules are not accessories; make consistent with "AD7 accessories Cardiac" The Philips Azurion system can be fitted with a comprehensive set of accessories to help you perform your procedures as conveniently as possible. Included are:

- Cerebral filter
- Drip stand
- Rail accessory clamp
- Set of cable holders
- Patient straps
- Arm Support Board
- Set of Elbow Supports
- Head Support
- Lower Body Protection
- Black anti-fatigue floor mat w/logo
- Mattress

The mattress is a slow recovery foam mattress with a density of 58 kg/m3. The mattress has a thickness of 7 cm and adapts to the body shape of the patient. It makes the pressure being divided equally and it recovers when the patient is taken off the mattress. The light yellow cover is easy to clean. Patients are more relaxed due to the comfort of this mattress. **Prep Table for Volcano** Prep Table for Volcano prepares the table with the cabling needed for an integrated version of the Volcano IntraSight system. This preparation will facilitate the installation of the integrated system and reduce the cable clutter around the table. The user interface can be placed on the table OP rails, while the Volcano IntraSight unit is typically placed in the control room. The Volcano IntraSight Bedside Utility Box (BUB) that is used to connect the IVUS and FFR PIM cables can be stored on the Auxiliary OP-Rail mounted at the foot of the table base. The Prep Table for Volcano option cannot be purchased in combination with Swivel AND Prep Table for Table Mount Injector. Content:

- OP rail at table foot
- Cables

X-ray Generation A. Generator The 7 C20 system comprises an integrated, micro-processor controlled Certeray generator based on high frequency converter technique. The user interface control of this X-ray Generator is incorporated in the touch screen module, review module, and the on-screen displays. The Certeray generator comprises:

- X-ray generator 100 kW
- Voltage range is 40 - 125 kV
- Maximum current 1000 mA at 100 kV
- Maximum continuous power for fluoroscopy: 1.5 kW
- Program selection:
- Pulsed X-ray up to 3.75, 7.5, 15, 30 (optional), 60 (optional) frames/s for digital dynamic exposures
- Pulsed X-ray for pulsed fluoroscopy (30 | 15 | 7.5 | 3.75 | 1.875 | 1.0 | 0.5 img/s (non- Clarity settings))
- Minimum exposure time of 1 ms
- ECG triggered acquisition: allows acquiring one exposure for each QRS peak with selectable delay time (optional)
- Automatic kV and mA control for excellent image quality prior to run to save dose
- X-ray tube load incorporated in the Certeray generator
- Pulsed X-ray for (subtracted) acquisition up to 12 frames/s for vascular applications

B. X-ray tube The 7 C20 system has the Maximus ROTALIX Ceramic grid switch tube assembly MRC200+ GS 0407 integrated. The MRC 200+ GS 04 07 tube assembly and cooling unit CU 3101 for cardiovascular systems comprises:

- 0.4/0.7 mm nominal focal spot values maximal 30 and 65 kW short time load
- Grid switching at pulsed fluoroscopy and low load exposure (to eliminate soft radiation and improve image quality)
- Continuous loadability: 3500 W (at 21 degrees C room temperature) / 4000 W (= Max assembly continuous heat dissipation)
- Application of SpectraBeam dose management
- Tube housing is oil cooled with thermal safety switch
- Maximum anode cooling rate of 1750 kHU/min
- Anode heat storage capacity of 6.4 [MHUeff]

C. System intrinsic

- Fully digital imaging chain in maximizing the utilization and technology of the x-ray generator, x-ray tube, flat detector and image processing.
- Customizable EPX protocols to each application according to user preferences for different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, and adaptive harmonization)
- Built-in SpectraBeam filtering of low energy radiation to improve image quality and dose efficiency with MRC200+ X-ray tubes.
- Pre-filters of 0.2, 0.5 and 1.0 mm CU equivalent
- Automatic cardiac wedge positioning
- X-ray depth collimator with single semi-transparent wedge filter with manual and automatic positioning.
- Xper Beam Shaping, which means that both shutters and wedges can be positioned on the Last image Hold without the need for X-ray radiation.
- Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image or the last 20 seconds of fluoroscopy run. These images or runs can be archived and reviewed as a regular run.

D. User selections

- Removable anti-scatter grid to lower x-ray dose for pediatrics (grid ratio 12:1).
- ECG triggered acquisition, offering the possibility to acquire images at the same phase of the heart cycle. This applies to the low dose fluoro and exposure program for EP applications. This allows patient dose reduction by lowering the pulse rate to 1 pulse per heart and let the physician still focus on relevant items (optional).
- Three programmable fluoroscopy modes can be selected from the control module. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, and adaptive harmonization).

Roadmap Pro can be selected from the control module. In the first Roadmap phase a vessel map is created by live fluoroscopy or by selecting an exposure image (SmartMask) with a vessel map which, in the second Roadmap phase, is superimposed with subtracted live fluoroscopy. Roadmap Pro features Smart Settings in special clinical modes that are optimized to visualize special materials such as coils and glue.

- Acquisition runs can be done without losing the vessel map of Roadmap Pro.
- Live processing of the vessel map, the device map and the landmark map can be done on the touch screen module.
- Field of View (FoV) can be altered during the second phase.
- Xres for vascular procedures is standard part of Roadmap Pro.

E. User dose awareness DoseWise program: Philips DoseWise program is a set of techniques, programs and practices built into the X-ray system that ensures excellent image quality during each interventional application, while at the same time reducing x-ray dose at every opportunity.

The DoseWise comprises of three building blocks to help reduce x-ray dose without compromising diagnostic quality: system intrinsic, user selection and awareness. On-system monitor display provides and displays body zone specific Air Kerma data (10 zones for cardiac applications) in numeric and graphical bars.

- Graph displays the accumulated Air Kerma dose for the particular body zone of the actual projection
- When the accumulated Air Kerma dose of the particular body zone reaches the critical skin dose level of 2 Gy, it will be indicated on the display and made visible to the x-ray operator.

Radiation Dose Structured Report Collection of dose relevant parameters and settings and export to a DICOM database (e.g. PACS) (dose information is sent in MPPS message not as Radiation Dose Structure report), according IEC60601-2-43, 2nd Edition. The reported data can be used for, for example:

- Quality improvement: evaluating trends in X-ray dose performance per facility, system and operator. RDSR enables analysis of average dose levels & variance for routinely performed exams and procedures. Also, typical system usage can be extracted from the data, helping to identify root causes behind deviations and measures to improve.
- Analysis of individual patient cases: using dose levels and system usage per procedure
- Alerting for high dose cases, timely identifying patients at risk or deterministic effects, for proper follow-up.

Secondary Capture Dose Report The Secondary Capture Dose Report function allows the user to save & transfer, manually or automatically, a patient Dose Report to PACS in DICOM secondary capture format. The dose report will be stored in the related patient image folder. **Image Detection** The system has a 20 inch flat panel image detector. This detector can be rotated over 90 degrees from portrait to landscape and vice versa. The image chain with the 20 inch flat panel image detector comprises the following:

- A 30 cm by 40 cm (20 in.) diagonal 8 mode Dynamic Flat Detector subsystem for fluoroscopy and cine-fluorography.
- 8 modes 30*38/30*30/26*26/22*22/19*19/16*16/13.5*13.5/11*11 cm, Dynamic Flat Detector
- 48, 42, 37, 31, 27, 22, 19, 15 cm (19, 17, 14.4, 13, 10.5, 8, 7, 6 inch) diagonal formats
- The outer detector physical housing is 36 x 47.2 cm
- The digital output of the Flat detector is 2480*1920 pixels at 16 bit depth.
- The pixel pitch is 154 micron by 154 micron
- The DQE (0) is >77% providing high conversion of X-ray into a digital image, while maintaining a high MTF.

Philips Azurion offers a storage capacity of (optionally extendable) of 50,000 images at matrix size of 1024 x 1024, in 8 or 10 bit depth. With a matrix size of 2048 x 2048 this is 12,500 images. Maximum number of examinations is 999, with no limit to the maximum number of images per examination. Xres is a multi-resolution spatial temporal noise reduction and edge enhancement filter for interventional applications. Xres exploits the full benefits of dynamic digital flat detector imaging to enhance sharpness and contrast and has been designed to reduce noise in fluoroscopy and exposure runs. The settings for Xres Cardio can be customized to improve image quality. Xres is a Philips unique image processing algorithm developed at Philips Research for medical applications. Xres is used with Philips MR and US scanners next to Philips Azurion systems. **User Interface** User Interface in Examination Room The User Interface comprises a variety of User Interface modules in the Examination Room. There is the On-Screen Display, the touch screen module, Viewpad and the control modules. The On-Screen Display is positioned on the left side of the live/ref monitor. The following system information is displayed:

- X-ray indicator
- X-ray tube temperature condition
- Gantry position in rotation and angulation
- Source Image Distance
- Table height

- Table top tilt and cradle angle, if applicable
- Detector field size display
- General System messages
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose: dose rate during X-ray, cumulated dose when no X-ray
- Dose Area Product: dose rate during X-ray, cumulated dose when no X-ray
- Graphical bars for Body Zone specific dose-rate and accumulated skin dose levels, related to the 2 Gy level (for cardiac applications)
- Stopwatch

Touch screen module The touch screen module is provided for use at either the tableside or in the control room. Optionally, it is possible to connect in parallel up to three touch screen modules on the system. The touch screen module has a touch screen, which can be operated when covered with sterile covers. The touch screen module includes multi-modality function that allows control of (depending on configuration):

- Compatible other equipment (e.g. IntraSight, CX50, Interventional Tools, EchoNav, DoseAware, Philips Hemo system)
- Monitor layout (Flexvision, switchable viewing)
- X-Ray settings (Collimation, Projections, Table, Series and Processing)
- Quantitative Analysis (optional) User can only start QA from the touch screen module. No controls

Viewpad The Viewpad contains the preprogrammed function settings. The system is provided with two Viewpads. The following functions are provided:

- Run and image selection
- File and run cycle
- File overview
- Store to Reference image file
- Copy image to photo file
- Digital (fixed) zoom and panning
- Recall reference images, which means switching control of Viewpad function from life to reference monitor
- Laser pointer, intended to point at regions of interest on the image monitors
- LED indication of laser pointer on/off and battery low
- Subtraction on/off
- Remasking
- Landmarking
- Access flat detector rotation

User Interface in Control Room The control room comprises a review module, data color monitor and review monitor. The data and review functions are controlled by a single keyboard and mouse. The review module offers the basic functions for review. The most prominent functions can be controlled by the push of a button. The review module comprises the following functionality:

- Power on/off
- File and run cycle
- File, Run, and Image stepping
- Run and file overview
- Reset fluoroscopy timer
- Enable/disable X-ray

- Geo disable

Acquisition monitor. A standard keyboard and mouse control the user interface. The acquisition monitor is intended to follow live case in the ER. System information is displayed on the bottom of the monitor:

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP) and Skin Dose, as dose rate during X-ray and cumulative dose at no X-ray
- Frame speed settings, fluoroscopy mode, and accumulated Fluoroscopy time
- Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and time (ms)
- Geometry information as rotation, angulation, and SID
- The acquisition monitor is designed for standard workflow based on scheduling, preparation, acquisition, review, report, and archive.

Scheduling In the scheduling page it is possible to add new patients (either querying from RIS/CIS or by creating patient locally). The patients can be listed and selected per date, physician, and intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function in the Philips Azurion system. Patient management protocols are flexible and allow for multiple studies to be selected under one patient identification number. This means that new studies can be appended to an earlier patient file. Furthermore, each study can contain multiple examinations to allow for split administrative purposes. Each examination contains multiple files, like acquisition file, reference file, and QA results file. **Procedure Cards** Procedure Cards provide the information of room and patient preparation for each individual physician. Procedure Cards are customizable per setting and allow each physician to provide their own room protocols. Procedure Cards is intended to make hard copies of the protocol instructions redundant. **Acquisition** The acquisition page contains information on the currently selected patient. **Reviewing** The review page allows for reviewing of patients:

- Previous examination cases
- Review of other DICOM XA or DICOM SC studies.

Archiving Clinical studies can be archived to a CD/DVD, USB or a PACS. The archive process can be completely automated and customized with settings. Parameters like multiple destinations, archive formats can be selected to the individual needs and wishes for programming under the settings. With Philips Azurion the control room comprises of an acquisition monitor and a review monitor. The review monitor is a 24 inch color TFT-LCD medical grade monitor. The Graphical User Interface on the Review monitor has the following features and possibilities:

- Step through file, run, or images
- File, and run overview
- Contrast, brightness, and edge enhancement settings
- Flagging of runs or images for transfer
- Applying text annotation in images
- DICOM printing if available
- Executing Quantitative Analysis Packages if available
- Subtraction functionality

This system is delivered with printed instructions for use and/or electronic instructions for use, as well as a quick start leaflet. A printed paper instructions for use can also be ordered at no additional cost. **Viewing** A. Viewing in Examination room Philips Azurion systems come with one 27 inch high brightness color medical grade LCD monitor for clinical image display in the Examination room. This LCD monitor is intended for viewing in the examination room and is designed for medical applications. The monitors is used for combined viewing of live images and reference display. Selection and storing of live to reference monitor is controlled by the infra-red remote-control viewpad or via touch screen module. The On-Screen Display provides status information on stand rotation-angulation, table height, display of system messages, X-ray tube

load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and Air Kerma dose. The main characteristics are:

- 27 inch high brightness color TFT-LCD display
- Native format 1920x1080 Full HD
- 10 bit gray-scale resolution with gray-scale correction
- Wide viewing angle (approx. 178 degrees)
- High brightness (max 650 Cd/m2, default 400 Cd/m2)
- Long term luminance stability through backlight stabilization circuit
- Automatic brightness control with backlight sensor
- Control functions on side
- User programmable and standard reference setting
- On-Screen Display
- Internal selectable lookup table for gray-scale transfer function, including DICOM
- Internal power supply (100-240 VAC)
- Integrated LCD protection screen

If applicable included is a flat monitor ceiling suspension for 2 monitors (2F MCS). MCS includes motorized height adjustment. The ceiling suspension allows flexible monitor positioning over a range of about 360 x 300 cm. At customer request, this 2 monitor MCS can be replaced by a 4 or 6 fold MCS or an MCS integration kit HD for non-Philips MCS. The MCS integration kit HD contains vital parts for system operation. B. Viewing in Control room Philips Azurion includes two 24 inch high brightness color LCD monitors. The color monitors are for acquisition and reviewing display. The main characteristics for color monitor are:

- 24 inch color TFT-LCD display
- Native format 1920x1080 Full HD
- High brightness (max 400 Cd/m2, default 350 Cd/m2)
- Wide viewing angle (approx. 178 degrees)
- Long term luminance stability through backlight stabilization circuit
- Automatic brightness control with backlight sensor
- Control functions on side
- User programmable and standard reference setting
- On-Screen Display
- Internal selectable lookup table for gray-scale transfer function, including DICOM
- Internal power supply (100-240 VAC)
- Integrated USB hub

A Philips Azurion system includes the DICOM Image Interface which enables the export of clinical images to a DICOM destination like a CD-Medical station or a PACS server. The export formats are based on DICOM 3.0 protocols. The system exports clinical studies in Cardiac DICOM XA Multi-Frame or DICOM Secondary Capture formats. The DICOM Image Interface transfers through its fast Ethernet link, making images available on-line within seconds. The archive process can be configured by X-ray settings. The images are sent out either in the background, or manually upon completion of the examination. The export format is configurable in 512x512 or 1024x1024 matrix in 8 or 12 bit depth. The examination can be sent to multiple destinations for archiving and reviewing purposes. The DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services. The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study while keeping the patient identification the same. **Security** The Philips Azurion system runs on the Windows 10 Operating system and offers features such as OS Hardening, AppLocker, & BitLocker functionality **Remote service** Access to the system from a Remote location is possible via network or modem connection. Remote access to a system can shorten the time needed for e.g. changing system settings or problem diagnosis. **Environmental** At Philips Healthcare, we feel the responsibility towards society and the environment. The latest

100237 Azurion 7 M20					
Line #	**Part #**	**Description**	**Qty**	**Each**	**Price**

7 C20 system is a perfect example of our EcoVision program. By examining every aspect of the 7 C20 design and development through a green eye, we drastically reduced the products environmental impact. **Full System APC** Store and recall stand-related positions Helps to save time and manage X-ray dose with automatic positioning Positioning the X-ray system to visualize relevant anatomy from different perspectives can involve a great deal of time and many scout images during interventional procedures. To help save time and manage X-ray dose while working, the Automatic Position Controller (APC) provides an easy way for interventional team members to store and recall stand & table related positions. Operators can select a sequence from a pre-defined list or from positions stored during a procedure or use an image to define the position to be recalled. Specifications Different modes of Automatic Positioning Control for system are defined:

- Sequence: for recalling a list of user customizable positions of the stand
- Store / Recall: for storing and recalling stand positions during system use.
- Image Reference: an image is used to determine the stand & table position that has to be recalled
- Image Reference 3D: an image from a 3D work spot is used to recall.
- The operator can define a new point of the table (longitudinal, lateral and height) as the new iso-center and recall this table position.

Quantitative Vascular Analysis Key benefits

- Allows quantitative assessment of different size vessels such as aortic and peripheral
- Aids confident decision making for device selection, approach angles and follow-up
- Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of aortic and peripheral vasculature To support decision-making and allow quantitative assessment of vasculature during vascular interventions, the 2D quantitative vascular analysis option supports quantification such as aortic and peripheral artery dimensions of about 5 to 50 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created. Specifications:

- Automated vessel segmentation
- Diameter measurement along selected segment
- Automated obstruction analysis
- Stenosis diameter, stenosis length
- % stenosis diameter, % stenosis area
- Automated and manual calibration routines
- Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment. The visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area. **RIS/CIS Interface** This package allows communication of the X-ray system with a local information system (CIS or RIS). Key benefits

- Reduce errors in patient information
- Facilitate X-ray dose management

Reduce data errors and facilitate X-ray dose management Connecting the X-ray system with your local information system (CIS or RIS) helps streamline exam workflow and promote radiation management. The RIS/CIS DICOM interface package allows your X-ray system to communicate with a local CIS or RIS information system. The interface uses the DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) standards. If a hospital has an X-ray system and an information system it can receive patient and examination request information from the information system and report examination results to:

- Eliminate the need for retyping patient information on the X-ray system

- Prevent errors in typing patient names and registration numbers (ensuring consistency with IS information to prevent problems in archive clusters or to search for a name in case of later retrieval)
- Inform the information system about the acquired images and radiation dose for each examination

Specifications Upon request from the X-ray system the complete worklist with all relevant patient and examination data is returned from the IS to the X-ray system. For each patient the following information will be shown on the -ray system after it has been retrieved from the IS:

- Patient Identification: Patient name, Patient ID, Birth date, Sex
- Examination/Request Information: Accession number, Scheduled procedure step start time, scheduled performing physician's name

It is possible at all times to enter patient demographics information manually within the X-ray system in case of an emergency or in case the local Information System connection is down. On request of the clinical user the X-ray system will report the following information about the selected patient to the IS:

- Patient Identification: Patient name, Patient ID, Birth date, Sex
- Examination/Request Information: Accession number, Performed procedure step status start/end date and time, Performing physician's name, Referenced image sequence
- Radiation dose: Total time of fluoroscopy, Accumulated fluoroscopy dose, Accumulated exposure dose, Total dose, Total number of exposures, Total number of frames

Further detailed information can be found in the X-ray system DICOM Conformance Statement. The interface requires an EasyLink (hardware and software) if the RIS/CIS is not compliant with DICOM WLM and DICOM MPPS. **Contrast Injector Interface** Simplify contrast injection timing and enhance imaging results The Contrast Injector Interface allows the injection of contrast to be coupled to the start of X-ray acquisition. This simplifies contrast injection timing during interventions. Specifications The Contrast Injector Interface allows injection of contrast coupled to the start of X-ray acquisition, controlled by the X-ray ON button. The timing of the X-ray start related to the contrast injection is programmable. **Pan Handle** An optional extension of the control possibilities for floating movements of the table top in cardio vascular and neuro systems. Key benefits

- Flexible positioning during cardio and neuro procedures
- Flexible positioning during cardio and neuro procedures

To allow more flexible positioning during cardio and neuro procedures, the pan handle option can be used to perform floating table movements. The pan handle provides a solid grip of the tabletop and can release and apply the tabletop brakes. It can be attached anywhere along the tabletop and accessory rails without affecting the floating range. Specifications

- Pan handle with cable and connector
- Table-top attachment clamp
- Accessory-rail attachment clamp

Marker tool Marker tool allows you to easily mark areas of interest on a 2D image. Clear and precise markings on the image as the marking scales with the image when it’s zoomed or panned Key benefits

- Allows you to mark areas of interest to on a image during your procedure (e.g. to indicate where to put stent/grafts)

Enhance functionality on the touch screen module This option extends the functionality of the touch screen module, allowing markings on images. Affordable alternative vs expensive 3rd party applications **Specifications**

- Enhance functionality on the TSM
- Provides intuitive zooming and panning functionality (also during fluoroscopy)
- Turns the touchscreen into the marking device in order to improve communication during the procedure

Hemo on TSM Control Xper Flex Cardio from table side Key benefits

Line #	Part #	Description	Qty	Each	Price

- Helps to perform a complete hemodynamic study from tableside.
- Optimizes workflow in the interventional lab by seamlessly integrating Xper Flex Cardio with the X-ray system.

The touch screen module interface acts as a remote control to the Xper Flex Cardio system. The "Hemo" menu on the touch screen module contains a subset of the Xper Flex Cardio features. Changes selected on the touch screen module will be displayed on the Xper Flex Cardio system. Specifications Now you can perform common FlexCardio features at table side:

- SNAP (Auto record)
- Obtain/Capture and store hemodynamic waveforms and ECG's
- Cardiac Output measurements
- Monitor scale and sweep speed
- FFR measurements
- NIBP measurement

3	****NCVD069**	**ClarityIQ.**	**1**	**$117,937.50**	**$117,937.50**

Significantly lower dose- across clinical areas, patients and operators.

Key benefits
• High-quality imaging at low dose levels
• Enhanced work environment for staff through active management of scatter radiation
• Expands treatment options – enables longer procedures to treat obese and high-risk patients with confidence

See with confidence every time
Interventions are becoming increasingly complex, which lengthens fluoroscopy time and increases the need for high resolution imaging. New devices can be more difficult to visualize, making it harder to position them precisely. The prevalence of patients with a high BMI can also require increased dose levels to visualize anatomy. All of these factors inspired us to completely redefine the balance in interventional X-ray with AlluraClarity.

AlluraClarity with its unique ClarityIQ technology gives you exceptional live image guidance during treatment. What's more, you can confidently manage low X-ray dose levels without changing your way of working. In short, you can see what you have to regardless of patient size.

Specifications
ClarityIQ technology is the foundation of Philips X-ray systems with AlluraClarity. It offers:
- Noise and artefact reduction, also on moving structures and objects
- Image enhancement and edge sharpening
- Automatic real-time patient and table motion correction on live images
- A flexible digital imaging pipeline from tube to display that is tailored for each application area
- Over 500 clinically fine-tuned system parameters making it possible to filter out more X-ray radiation and use smaller focal spot sizes and shorter pulses with the grid switching technology of Philips MRC tube and accompanying generator

Pulsed X-ray for pulsed fluoroscopy
25 | 12.5 | 6.25 | 3.125 | 2.5 | 1.25 | 0.625 img/s

4	****FCV0824**	**video WCB on rear side 1st MCS**	**2**	**$5,550.67**	**$11,101.34**

Line #	Part #	Description	Qty	Each	Price

Isolated Wall Connection box on the rear side of the monitor ceiling suspension to support the display of an external video source on a monitor in the examination room.

Key benefits
• Easily connect external video in the exam room

Specifications
A wall connection box to connect external video (input only), USB and Ethernet. One or two WCB's (option) can be attached on the rear side of the 1st MCS with a bracket. A cable box (also attached to rear side of 1st MCS) can be used to store connected equipment cables. A maximum of two WCBs/cable boxes can be attached.

5 ****FCV0834** **coupling to video switching** **1** **$15,172.42** **$15,172.42**

Key benefits
• Easily display any data or clinical information needed to work efficiently

Simplify workflow with flexible viewing control
Having patient data and clinical information easily available on screen can enhance decision making and efficiency during interventions. Coupling to Video switching enables coupling of maximum 4 color outputs (e.g. Interventional tools, Xcelera, XperIM and IntelliSpace Portal).

Specifications
Video splitter box to enable coupling of maximum 4 color outputs (e.g. Interventional tools, Xcelera, XperIM and IntelliSpace Portal) to the switching concept from our partner.
In combination with the MultiSwitch option, the Video splitter box is used to connect a maximum of 3 workstation with a total power dissipation of maximum 1380 W.
For the remaining workstations, up to 4 in total, a second video splitter box needs to be ordered.
In addition, 4 splitter units are delivered to enable coupling of up to 4 of the X-ray system Live and Ref signals to the partner video switching system.
The partner system provides fully galvanically isolated DVI extender cables to connect these signals.

6 ****NCVD058** **FlexSpot** **1** **$52,801.41** **$52,801.41**

Integrated work spot in the Control Room to view, control and manipulate all applications within a single view

Key benefits
• Access all applications on one compact workplace in the control room
• Set up unlimited custom screen layouts with all relevant information in one view
• Full flexibility of screen layouts (live resize, drag and drop)
• Clutter free and clean control room

Simplify control room workflow
Typical interventional control rooms are equipped with several workstations and controls to support procedures that require extra handling and space. FlexSpot helps you save time and space in the control room by giving you seamless access to all applications on one compact workplace. Easily set up any screen layout desired with all relevant information in one view. Resize, drag and drop items just like a tablet.

Specifications
FlexSpot offers an integrated workspot in the Control Room with one or more high resolution QHD (2560x1440) displays.

- Show internal video sources (e.g. Review, CR Live)
- Show up to 11 external video sources (e.g. Ultrasound, EchoNav, etc.)
- Video sources can be flexibly displayed on FlexSpot through user customizable presets. Users can customize the displayed layout and assign video sources to viewports as desired
- Up to 4 video sources can be displayed on a single FlexSpot display (excluding the add-on

Line #	Part #	Description	Qty	Each	Price

FlexSpot).
- Per display, the user can choose between 7 different layouts (positioning of viewports)
- FlexSpot offers user interaction through a keyboard and mouse with which users can seamlessly control all video sources on screen. Seamless means that users can move out of one viewport and into another without needing to press a special keyboard shortcut or use a gesture.
- In systems with both FlexSpot and FlexVision, FlexSpot offers convenient control access of FlexVision from the primary FlexSpot workspot.
- Users can define their own preset groups and preset names.
- Through field service, users can assign their own custom name and icon to a video source (also applies to FlexVision)
- The X-ray status area with all X-ray details is always visible on the primary display of the primary FlexSpot workspot.
- Up to 3 Philips workstations can be integrated into the technical room. With this, the workstations are powered from the system and are fully integrated into the system. Users do not need to separately power on/off these workstations.
- The snapshot function allows the user to store/save a screen-capture of any image on the FlexSpot as a photo image to the current Acquisition Patient study.
- 27 inch high brightness color LCD monitor for clinical image display in the Control Room.

The main characteristics for color monitor are:
- 27 inch color TFT-LCD display
- Native format 2560x1440 Quad HD
- High brightness (max 500 Cd/m2, default 350 Cd/m2)
- Wide viewing angle (approx. 178 degrees)
- Long term luminance stability through backlight stabilization circuit
- Automatic brightness control with backlight sensor
- Control functions on side
- User programmable and standard reference setting
- On Screen Display
- Internal selectable lookup table for gray-scale transfer function, including DICOM
- Internal power supply (100-240 VAC)
- Integrated USB hub

7	****NCVC542**	**Dynamic Coronary Roadmap**	**1**	**$26,282.00**	**$26,282.00**

When advancing guidewires and devices through the vasculature during percutaneous coronary interventions, it’s important to understand the relationship between the device and the anatomy. Navigation is based on the physician's knowledge of the patient's anatomy, shown on angiograms and live fluoroscopic images. As the physician works, small shots of contrast agent are applied to check the device position, on the live fluoro image with the anatomical reference provided by the previously acquired angiogram.

Dynamic Coronary Roadmap combines the live fluoro and angiogram image into a single adaptive roadmap image, which provides immediate feedback on the position of the device and its relationship to the anatomy to guide navigation. Dynamic Coronary Roadmap features include: - Automatic creation and storage of a dynamic roadmap from each acquired coronary angiogram. Only one roadmap per projection is stored; - Automatic overlay of the dynamic roadmap on live fluoroscopy; - Automatic guidance to reach projections for which a roadmap is available; - The Dynamic Coronary Roadmap functionality is fully integrated in the interventional X-ray system; - Image snapshots or movies can be archived to any DICOM compatible PACS. These include DICOM XA and DICOM SC.

Note: when ordering Dynamic Coronary Roadmap and/or StentBoost Live for a non-FlexVision system a single dedicated color monitor must be added to the MCS. Dynamic Coronary Roadmap is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

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Line #	Part #	Description	Qty	Each	Price
8	****NCVC265**	**Prep table for Table Mount inj**	**1**	**$7,109.06**	**$7,109.06**

This is only applicable when the Mark 7 Arterion Table Mount injector will be ordered locally. Prepared for Table Mount Injector prepares the XperTable with the cabling needed for a Table Mount install of the MEDRAD Mark 7 Arterion injector head. This preparation will facilitate the install of the Table Mount injector system. It will save an estimated 4 - 8 hours of installation time. The injector base unit can be placed in the technical room, and User Interface and display can be placed in the control room or on the wall of the exam room.

The prepared for Table mount injection table option cannot be purchased in combination with the Swivel AND prepared for Volcano Core option.

9	****FCV0588**	**Isolated Wall Connection Box**	**9**	**$2,355.10**	**$21,195.86**

Isolated Wall Connection box to support the display of an external video source on a monitor in the examination room

Many interventional facilities use video to record and stream images from other modalities on the interventional X-ray suite for training or presentation purposes. The Video Wall Connection Box facilitates connection of the video source via a standard DVI cable/connector and lossless transfer of the video signal over the approximate 30 meter long cable. It can be mounted in the examination room or in the control room, depending on the location of the video source.

Specifications The quantity of the VWCB's has to be calculated as follows: - For each video signal via MultiVision: 1 VWCB (max = 4) - For each video signal to FlexVision XL on Cardio System: 1 VWCB (max = 9) - For each video signal to FlexVision XL on Vascular System: 1 VWCB (max = 8) - For each 3rd party video signal directly connected to an LCD in the MCS: 1x VWCB Note: No VWCB is required in case a video signal is connected directly to a dedicated LCD from the following sources: 1) Live/ref Slaving 2) Interventional HW (XtraVision), IntelliSpace Portal, Philips Xcelera (only if workstations are powered by Philips X-ray system) 3)XperIM

- Easily stream video to other locations
- Stream video from other modalities on the interventional X-ray suite
- Connect external video in the exam room

10	****NCVA082**	**Intercom**	**1**	**$1,934.86**	**$1,934.86**

• Enhance communication between exam room and control room

Enhance communication

The remote intercom is used to communicate between the examination and control room. A separate intercom can be connected to the system and placed in the preferred working position in the control room or examination room. The listen function can be selected separately on each intercom. Activating the talk function on a selected intercom automatically disables this function on the other intercom.

11	****NCVD061**	**optional ref monoplane**	**1**	**$4,824.01**	**$4,824.01**

Additional Ref2 and Ref3 viewport

Key benefits

• Easily display any data or clinical information needed to work efficiently

Simplify workflow with flexible viewing control

Having patient data and clinical information easily available on screen can enhance decision making and efficiency during interventions. Optional ref monoplane offers an additional video output of the X-ray system offering an additional Ref2 and Ref3 viewport on one LCD monitor. Combined with the Dual Fluoro license this enables users to zoom live images during acquisition, while having the Dual Fluoro image visible on the Ref3 viewport.

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Line #	Part #	Description	Qty	Each	Price
12	**NCVC051	Non swivel, mounted IN floor	1		

NCVC051 Non swivel, mounted IN floor provides the 989600205302 FLOORPLATE AD5/AD7(NONSWIVEL)

13	**NCVD099	Quantitative Coronary Analysis	1	$7,091.55	$7,091.55

Key benefits
- Allows quantitative quantification of coronary artery dimensions
- Aids confident decision making for device selection, approach angles and follow-up
- Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of coronary artery
To support decision making and allow assessment of vasculature during cardiac interventions, the 2D quantitative coronary analysis supports quantification of coronary artery dimensions of about 1 to 6 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created.

Specifications
- Automated segmentation of selected coronary
- Diameter measurement along the selected segment
- Automated obstruction analysis
- Stenosis diameter, stenosis length
- % stenosis diameter, % stenosis area
- Automated and manual calibration routines
- Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment. The visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area.

14	**NCVD059	FlexSpot secondary monitor	1	$8,632.43	$8,632.43

FlexSpot secondary monitor

Simplify control room workflow
This option adds a second QHD (2560x1440) high resolution monitor to the primary FlexSpot workspot.

Specifications
2nd Display for FlexSpot enables the user to show up to 8 video sources on a single FlexSpot workspot by combining 2 high resolution displays. Keyboard and mouse control is seamless across the 2 displays, see FlexSpot.

15	**NCVD100	Left Ventricular Analysis	1	$10,120.78	$10,120.78

Key benefits
- Allows quantitative quantification of left ventricular volumes
- Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of coronary artery
To support decision making and allow quantitative assessment of anatomy during cardiac interventions, the 2D Left Ventricular Analysis option supports quantification of left ventricular volumes and local wall motion from angiographic series. It calculates the ejection fraction and local wall motion parameters in different formats. Wall contours can be easily drawn both automatically and manually.

Line #	Part #	Description	Qty	Each	Price

Specifications
• Various LV-volumes: ED, ES, Stroke Volume
• Ejection Fraction
• Cardiac Output
• Centerline Wall Motion
• Slager Wall Motion
• Automated and manual calibration routines
• ECG visualization facilitates image selection for analysis
• Store result pages

16 ****NCVA783** **table pivot option** **1** **$4,508.83** **$4,508.83**

• Flexible positioning for upper extremity angiography
• Easy patient transfer

Flexible positioning and transfers
Transradial access, upper extremity angiography, and patient transfer have never been simpler with our optional Pivot feature. One finger push-to-pivot allows effortless patient positioning. It moves with less friction, making it easier to move larger patients. A secure mechanism locks the tabletop in place to prevent it from moving.

17 ****NCVD064** **extension to FlexVision Pro** **1** **$36,556.50** **$36,556.50**

Extension to Flexvision large 58 inch high resolution LCD for exam room, enabling flexible screen lay outs and full control (seamless mouse) of up to 11 external sources including third party systems.

Key benefits
- Full control at table side of all applications with seamless mouse control or via touch screen module
- Full flexibility of screen layouts (live resize, drag and drop, unlimited number)
- To simplify and standardize system set-up for your FlexVision Pro, your personalized layout will come up automatically with ProcedureCards.

Easy tableside control
With FlexVision Pro, user can control FlexVision and video sources on FlexVision through wireless mouse in Examination Room as well as virtual keyboard and touchpad on the touch screen module in the Examination Room. An operator can resize images and adjust the screen layout during the procedure without going into configuration.

Specifications
Full control at table side of all applications in the interventional lab (view and control) with a single wireless mouse or with a Touch Screen Module
• Integration: control of up to 11 external sources
• Possibility to configure unlimited flexible screen layouts
• Screenshots: with single click all displayed inputs can be captured
• Live resize the video window and adjust the screen layout during the procedure without going into configuration
• Operate all the video sources displayed on the monitor using the wireless mouse at tableside
• Mouse and keyboard function on the touch screen module (TSM) to control (external) sources

18 ****NCVD072** **SmartMask Monoplane** **1** **$10,825.56** **$10,825.56**

Line #	Part #	Description	Qty	Each	Price

Key benefits
• Simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image.
• Enables roadmap procedures to manage radiation dose and contrast media by selecting an image from an acquired series as a mask image.

Supports navigation during interventions without the need of additional contrast media.
SmartMask simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image in the Live X-ray window.

Specifications
The reference image can be faded in/out with variable intensity, controlled from tableside. SmartMask uses the reference image displayed on the reference monitor. Any previously acquired image can be used as reference. SmartMask facilitates pre- and post- intervention comparisons to assess treatment results.

19 ****NCVD097** **DVD writer** **1** **$415.86** **$415.86**

Key benefits
• Store images and information on DVDs for easy sharing

Store images and information on DVDs for easy sharing
To provide flexible storage options, a DVD writer is available with the Philips X-ray system. Procedural images and information can be stored on DVDs and used for archiving, training and presentations.

Specifications
Export and import of X-ray images and X-ray runs to DVD and/or from DVD

20 ****NCVD081** **Touch Screen Module Pro** **1** **$25,385.12** **$25,385.12**

Extension of Touch Screen Module for easy control of X-Ray images at table site

Key benefits
- Imaging parameters can be quickly and easily adjusted at tableside
- Clinical image are shown to support easy navigation. Collimate on the clinical image with one finger. Pinch, zoom, pan and flag images for processing. Position shutters and wedges by simply swiping the image on screen.
- All X-ray settings can be easily adjusted to help you effectively manage patient and staff dose

Enhance image navigation on the touch screen module
This option extends the functionality of the touch screen module, allowing live X-ray images and source images from reference monitors to be displayed on the touch screen module. Shutters and wedges can also be easily positioned with a fingertip by simply dragging them into position. A pointer is also available on screen to improve communication in and between the exam room and control room.

Specifications
- enhance image navigation on the TSM
- intuitive control of shutters and wedges by simply dragging the lines shown on top of the image
- provides intuitive zooming an panning functionality (also during fluoroscopy)
- turns the touchscreen into the pointing device in order to improve communication in ER/CR: when activated the pointer is shown on corresponding monitor

!!! Note: Touchpad and Keyboard control from the TSM is NOT part of this option but 'FlexVision Pro' option.
!!! Note: Images shown on the TSM are not meant for diagnostic purposes (image is downscaled, compressed and latency during live/replay maybe higher than on the live monitor)

21 ****NCVD076** **extension to 30Fr/sec (mono)** **1** **$14,730.29** **$14,730.29**

Line #	Part #	Description	Qty	Each	Price

Frame rate extension to 30 frames per second.

Designed to enhance visualization of complex and pediatric interventions
Frame rate extension to 30Fr/sec increases the system acquisition speed up to 30 frames per second for cardio studies requiring high speed imaging.

Specifications
The frame rate extension increases the acquisition speed to 15fps and 30fps with a 1024x1024 matrix.

22 **NCVD078 FD Dual Fluoro monoplane 1 $17,772.65 $17,772.65

An additional fluoro channel in parallel to the standard fluoro channel

Key benefits
• View the subtracted fluoroscopy next to the default non subtracted fluoroscopy
• View a digitally zoomed fluoroscopy image next to the default fluoroscopy image

Second fluoro image to support complex interventions
For complex interventions, it can be useful to view the subtracted fluoroscopy image next to the normal fluoroscopy image. The Dual Fluoro option provides an additional fluoro channel in parallel to the default fluoro channel. The dual fluoro option allows to view live digitally zoomed fluoroscopy next to non-zoomed fluoroscopy.

Specifications
The Dual fluoroscopy mode is selected via the touch screen module.
The trace subtracted fluoro image will be displayed on the live viewport, the non-subtracted fluoro image is displayed on the reference 3 viewport.
In Dual Fluoro mode, the live fluoroscopy image can be zoomed digitally, providing a larger view of the region of interest for complex interventions. The zoomed live fluoroscopy image will be shown on the live viewport, while the entire non zoomed image will be shown on the reference 3 viewport.
The fluoro zoom function is controlled via the touch screen module.

23 **NCVD128 storage extension 1 $5,248.62 $5,248.62

Extends image storage capacity on your X-ray system

As imaging data becomes larger, you can quickly reach the limit of the storage capacity on your interventional X-ray system. The Storage extension extends the storage capacity of your interventional X-ray system.

Specifications

By default 50.000 images are available, this option will give 100.000 images (this is for 1K2 image size).

24 **NCVD032 FlexVision XL HD + 2 LCD's 1 $104,517.19 $104,517.19

FlexVision XL HD is an integrated viewing solution designed to give you full control over your viewing environment which brings High Definition viewing.
This FlexVision XL HD is delivered with two 27 inch high brightness color medical grade LCD monitors. The monitors can be mounted on top side or on rear side of the MCS.

Key benefits
• Easily access multiple, up to 8, video inputs (including third party systems) video inputs to inform decision making during procedures
• Create custom display templates to support diverse procedures
• The screen layout of the FlexVision XL HD can also be changed from the control room
• Enlarge images to reveal more details and support comfortable working positions

Diagnostic information easily made available at table side
In today's interventional setting, as you perform more complex procedures with smaller devices in

Line #	Part #	Description	Qty	Each	Price

complex anatomy, you rely on various types of diagnostic information to guide you. To inform decision making in the exam room, Philips offers an advanced digital workspace called FlexVision HD. You can display multiple images in a variety of custom layouts on a large, high-definition LCD screen. Zoom in and out to enhance fine details, while maintaining an overview of all information. Create custom display templates for specific procedures/physician preferences to easily support diverse procedures.

Specifications

FlexVision XL HD offers:
• Native resolution of FD20 can be displayed.
• Sharp images at full size without zoom
• High Definition display at native resolution for ultimate detail
• Up to 2k*2k image display fully integrated
• Enhanced small vessel visualization

1. DVI video composition unit.
The DVI video composition unit allows the user to direct and switch the video output of all connected medical equipment to specific sub windows of the Philips 58-inch color LCD with LED backlight in the Examination Room.
• The DVI video composition unit is operated from the touch screen module.
• The DVI video composition unit supports a wide variety of display formats (up to 1920x1200)
• Up to 11 external inputs are connected to the DVI video composition unit via wall connection box or boxes.

2. Medical grade, high resolution color LCD in the Examination Room
This display supports the image quality requirements for monochrome X-ray images as well as color images and replaces all displays normally delivered with the system for the Examination Room.
Main characteristics are:
- 58-inch, 8 Megapixel color LCD
- Native resolution: 3840x2160
- Brightness: Max: 700 Cd/m2 (typical) stabilized: 400 Cd/m2
- Contrast ratio: 1:4000 (typical)
- Wide viewing angle (approx. 176 degrees)
- Constant brightness stabilization control
- Lookup tables for gray-scale, color and DICOM transfer function
- Full protective screen Ingress Protection: IP-21

3. Large color LCD control (touch screen module)
• Enlarge information at any stage during the case via the touch screen module in the Examination Room or Control Room.
• Select viewing lay-outs via the touch screen module in the Examination Room.
• Create new layouts by matching inputs to desired locations on preset templates.
• Adjust the screen layout during the procedure without going into configuration
• 20 layouts; each layout is customizable, size of viewports can be customized by end user X-ray status area visible with all X-ray details

4. Monitor ceiling suspension
Monitor ceiling suspension for use in the Examination Room carries the 58-inch color LCD, providing highly flexible viewing capabilities. The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on either side of the table.

5. Snapshot
The snapshot function allows the user to store/save a screen-capture of any image on the FlexVision HD as a photo image to the current acquisition patient study.

25	****FCV0510**	**Long mattress cardio**	**1**	**$928.03**	**$928.03**

Line #	Part #	Description	Qty	Each	Price

• Enhances patient comfort
• Adapts to the shape of the patient's body

Enhance patient comfort during cardio exams
To enhance patient comfort during cardio exams, the inflatable, latex free mattress can be used. It is extra-long to accommodate the patient on the tabletop, and adapts to the shape of the patient's body. The pressure within the mattress is evenly distributed so that it recovers its original shape quickly.

Dimensions of the mattress:
Length: 3165mm
Width: 500mm
Height: 70mm
Radius: 150mm

26 ****989600205302** **FLOORPLATE AD5/AD7(NONSWIVEL)** **1** **$844.86** **$844.86**

This unit is a prerequisite for the installation of the table. This item can be ordered in advance in order to perform hospital room preparations in advance for the installations of the table.

Compatible with:

- Patient table, both without and with pivot

27 ****459800938361** **Clip rails for MCC (390cm)** **1** **$1,518.99** **$1,518.99**

Comprising of: - 2 clip rails length 390 cm - Mounting material for 200 cm track pitch

28 ****459800706722** **MONITOR CEILING CARRIAGE** **1** **$6,601.27** **$6,601.27**

Monitor ceiling carriage

29 ****459801079651** **Cabinet Rear Cover** **4** **$459.64** **$1,838.55**

Cabinet Rear Cover

30 ****989801278456** **Compact Full Load UPS** **1** **$51,000.00** **$51,000.00**

Compact Full Load UPS Socomec IGT Compact Full UPS 75kva: Enough battery for full functionality for 2-5 minutes. (Assumes batteries are in good condition) (gets you well beyond the ten seconds needed for the hospital emergency generator to come online and feed the UPS). (1 cabinet plus remote display panel). Full imaging system conditioning power protection allowing full Imaging System functionality during two minutes of power outage.

- Small footprint and weight
- True online double-conversion technology
- Power factor corrected input
- IGBT inverter: PWM-design
- Dry contact status and alarm indications
- Exchangeable batteries and power modules
- Internal maintenance bypass

UPS has a compatibility statement with Philips Imaging Systems.

31 ****989801229910** **RAD SHIELD W/ARM (CONTOURED) 61X76** **1** **$2,499.00** **$2,499.00**

Contoured Rad Shield with Arm rest. 61X76

100237 Azurion 7 M20

Line #	Part #	Description	Qty	Each	Price
32	**989801220012	Cable Spooler	1	$354.58	$354.58
33	**989801220158	Mark 7 Arterion, Table Mount	1	$24,951.75	$24,951.75

The Mark 7 Arterion Injection System is the latest in MEDRAD's "Mark" series of angiographic injectors. Compared to earlier systems, the Mark 7 Arterion injector head is lighter and easier to use so you can focus more on the patient.
The clear and intuitive user interface guides you through proper set-up, and highlights the information you need to perform safe procedures.
Unique to the market, the front load system simplifies set-up and makes for a cleaner tear down.
The clear syringe provides a higher level of confidence that you are ready to inject.

Made from a clear material, the Mark 7 Arterion syringe (Catalog ART 700 SYR) allows you to easily view the inside of the syringe for smoother purging of air. And MEDRAD's famous fluid dots are still there to help-round for fluid, oval for air.
The table mount injector solution ensures the contrast injector is conveniently placed and always available when it is needed. It provides a clean workspace without occupying valuable floor space.
System includes:

- Table Mount
- display control panel
- 6 ft. coiled hand switch
- operation manual (CD)
- 10 ft. head cable
- syringe heat maintainer
- imaging system interface cable for the Allura / Allura Xper
- consumables starters kit

For the MEDRAD Mark7 Injector system Philips is only the distributor. MEDRAD provides the service as well as the application support of both versions unless stated differently in the Philips Service Agreement

System Specifications:

- Flow Rate 0.1-45.0 ml/s in 0.1 ml increments
- 0.1-59.9 ml/m in 0.1 ml increments
- Volume 1-150 ml in 1 ml increments
- Pressure Limit 100-1200 psi in 1 psi increments
- (150ml syringe) 689-8273 kPa in 1 kPa increments
- Rise Time 0.0-9.9 seconds in 0.1 increments
- Delay Time 0.0-99.9 seconds in 0.1 increments
- Fill Speed 1-20 ml/s
- Fill Volume 1-150 ml
- Syringe Size 150 ml
- Syringe Heat Maintainer 35 °C (95 °F) ± 5 °C (9 °F)
- Protocol Memory 40 Protocols
- Injection Memory History

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Line #	Part #	Description	Qty	Each	Price
34	****989801220273**	**Ceiling Track w/Column & Handle Ext**	**1**	**$3,860.96**	**$3,860.96**
	Mavig 2.5m Ceiling Track with Ceiling trolley, 360 degree column, and brake handle extension.				
35	****989801220387**	**Lamp Y LED 1F MCS**	**1**	**$2,626.50**	**$2,626.50**
	LE901710-MCS Lamp YLED-1F with Portegra2 extension/spring arm 750/910 mm for Philips MCS Technical Data and Specifications Model YLED-1F Central light intensity (at 1 m distance) 70,000 lx Colour temperature 4100 ± 200 K Colour rendering index at 4100 Kelvin (CRI) Ra 95 Focusable light field size 140 – 250 mm Electronic brightness control 50% – 100% Sterilisable handle Yes Temperature increase in head area 0.5 K – Power consumption (total) 24 VA Mains voltage and frequency 100 – 240 VAC at 50 – 60 Hz – Number of LED modules 17 Lifetime of LEDs 50,000 h Working area 70 – 140 cm Height adjustment (on Portegra2 spring arm) 117 cm Lamp dimensions 28 x 36 cm Housing colour RAL 9002 – Hazardous substances (EU Directive 2011/65/65) RoHs compliant Housing – Protected against splashed water IP44 Fire protection class V0 Medical Products Directive 93/42/EEC Yes Use according to DIN VDE 0100-710 Yes Approvals CE / NRTL				
36	****989801220367**	**X-Ray Wall box**	**1**	**$687.27**	**$687.27**
	13 ga steel Wall Connection Box				
37	****989801220388**	**Lower Body Protection**	**1**	**$1,514.62**	**$1,514.62**
	"UT70-10WS Lower body protection, width 1410 mm incl. wide extension Lower body protection of the model series UT70 with a modular design to provide a maximized protective zone for the physician and staff."				
38	****989801256034**	**iXR Full Travel Package OffSite**	**2**	**$2,360.00**	**$4,720.00**

Line #	Part #	Description	Qty	Each	Price

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process.

Note: Cancellation/rescheduling policy strictly enforced.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

39 ****989801256038** **iXR Allura Essentials 28 Hours OffSite** **1** **$3,790.00** **$3,790.00**

Philips will provide one (1) Cardiovascular Technologist, Registered Technologist Registered Nurse, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information.

Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801256034 (iXR Full Travel Pkg OffSite) is purchased with all OffSite courses.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

40 ****NNAE596** **IXR StentBoost Imaging Systems OnSite Education** **1**

Philips Imaging Systems Clinical Education Specialist will provide eight (8) hours of education for up to four (4) students, as selected by customer, including technologists from weekend/night shifts as necessary. CEU credits are not available for this portion of training. Please refer to guidelines for more information. Note: Site must be patient ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref#296309-20170315
This training requires the purchase of StentBost Live.

41 ****NNAE597** **IXR Dynamic Coronary Roadmap OnSite Education** **1**

Philips Imaging Systems Clinical Education Specialist will provide eight (8) hours of education for up to four (4) students, as selected by customer, including technologists from weekend/night shifts as necessary. CEU credits are not available for this portion of training. Please refer to guidelines for more information. Note: Site must be patient ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref#296309-20170315
This training requires the purchase of Dynamic Coronary Roadmap.

42 ****NNAE675** **Azurion Clinical Education Pkg** **1**

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Line #	Part #	Description	Qty	Each	Price

Azurion Clinical Education Pkg Clinical Education Program for Azurion System: Essentials Offsite Education: Philips will provide two (2) Cardiovascular Technologists, Registered Technologists, Registered Nurse, or other system operators as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. **In the event that an EP Navigator workstation has also been ordered, the offsite training course will be tailored to focus on the electrophysiology functionality of the Azurion system and the EPN workstation. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses.** Clinical Services cancellation policies apply and will be provided during scheduling process. **Introductory e-Learning:** Introductory electronic learnings are provided on the Philips Learning Center educational portal. These courses introduce the Philips IGT systems. Course topics include system startup and shutdown, system functionalities, helpful quick-steps and more. The modules will provide the technologist familiarity with the workflow and software prior to onsite training. It is recommended that this online self-paced learning be completed prior to the onsite applications training. The eLearning modules can be accessed by technologists as needed for reference and refresher. Clinical Services cancellation policies apply and will be provided during scheduling process. **Initial Handover OnSite Education:** The primary Philips Education Specialists will provide one consecutive session of twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. **It is highly recommended for systems that are fully loaded or for customers with a large number of staff members to also purchase 989801292099 (CV Add OnSite Clin Educ 24h).** Clinical Services cancellation policies apply and will be provided during scheduling process. **FollowUp OnSite Education:** Philips Education Specialists will provide one consecutive session of sixteen (16) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 16 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Clinical Services cancellation policies apply and will be provided during scheduling process. Education expires one (1) year from installation date (or purchase date if sold separately).

43	****FCV8053**	**Advanced Room Solutions Plus**	**1**	**$5,389.00**	**$5,389.00**

Advanced Room Solutions Plus

Advanced Room Solutions Plus facilitates an interactive 3D lab visualization of 2D site plans allowing for a more intuitive understanding of the entire solution before it is installed. It enables an interactive lab design that allows viewing of standard room templates, interaction with systems and models, and creation of 3D customized room layouts and site plans, and configuration of

100237 Azurion 7 M20

Line #	Part #	Description	Qty	Each	Price
		multiple rooms. Mandatory Requirements: Default automatically added to all Azurion 3,5, and 7 systems for new systems installations. See exact models below: 722221 Azurion 3 M12 722222 Azurion 3 M15 722223 Azurion 7 M12 722224 Azurion 7 M20 722225 Azurion 7 B12 722226 Azurion 7 B20 722227 Azurion 5 M12 722228 Azurion 5 M20 • 2.30.8			
44	**SP006**	**Turnkey Operation** Turnkey for EP project. See scope of work.	**1**	**$2,750,000.00**	**$2,750,000.00**
45	**Third Party Item**	**Mavig LED 6 160,000 lx lamp** Mavig LED6 OR light to go on patient right with the shield.	**1**	**$10,250.00**	**$10,250.00**
46	**SEBLRSVNP1**	**Customer Note** Please refrence CAA0038600 for terms	**1**		

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LIST PRICE	$5,720,971.60
DISCOUNT	$1,697,521.58
	$0.00
NET PRICE	$4,023,450.02

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: HPG81970

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

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_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

100237 Azurion 7 M20

OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	**NCVD138	table tilt option	1	$18,499.32	$18,499.32	_____

Table tilt option provides precise imaging of contrast medium, blood, or objects in the body.

Key benefits
- Tilts the table to support gravity oriented and puncture procedures
- Keeps the region of interest in the isocenter of rotation and angulation
- Allows more precise imaging of contrast medium, blood, or objects in the body

Precise imaging during gravity oriented and puncture procedures
To obtain high quality results and avoid re-takes during gravity oriented or puncture procedures, it's important to keep the region of interest centered at all times. The tilt option allows you to tilt the table. As the table tilts, the X-ray beam automatically adapts to the movement to keep the region of interest in the isocenter of rotation and angulation of the stand. As a result, your region of interest always remains centered to allow more precise imaging of contrast medium, blood, or objects in the body.

The table floats even when tilted, and the region of interest can be followed by panning the tabletop. When combined with the Bolus Chase option, the table tilt option enables phlebography to be performed with a head-up tilted patient.

Specifications
- Motorized table height from 78.5 - 103.5 cm
- Maximum tilt range: -17 degrees (head down) to +17 degrees (head up).
- Tilt speed: 2 degrees/sec
- Automatic safeguarding system with manual override
- Panning range in tilted plane: equal to the standard tabletop specifications (longitudinal 120cm, lateral 36cm)
- Easy to use controls

100249 Azurion Upgrades - Serial

System Type: Upgrade
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a ninety (90) day product warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty	Each	Price
1	**NNAT150	Equipment Rack - Round	1	$17,590.75	$17,590.75

Equipment Rack w/Round Interface Plate

Equipment Rack

The Equipment Rack allows users of the Philips Allura and Azurion imaging systems to organize all the equipment used in an EP Lab on one movable rack and removes cable clutter through a cable conduit. This provides a much “cleaner” organized look for the busy EP Lab.

The ceiling-mounted Equipment Rack, located in the Exam Room, can support 3rd party equipment. Cabling for this equipment is guided up through the ceiling mounted suspension. It can be moved by swiveling the ceiling mounted boom. The Equipment Rack can be positioned within a circular range of 1.6 meters.

The Equipment Rack consists of:

• 5 shelves and 1 drawer with flexible mounting position and can support 176lbs per shelf with a max total of 485lbs for the entire equipment rack
• An infusion extension rod
• An extension arm with a standard VESA mounting plate, on which different types of equipment can be mounted
• 8 country-specific power connectors (4 red emergency and 4 white standard power duplex outlets are standard)
• 2 Ethernet network connectors
• Ergonomically operating handles with electric brakes
• Standard gas outlets for O2, NO2, Vacuum and WAGD

Notes:

• Life-supporting equipment cannot be connected to the Equipment Rack.
• Medical equipment with dedicated keyboards or displays should not be connected without consent of the manufacturer. Please contact your 3rd party equipment vendor for information and clearance.
• Please contact 3rd party equipment vendor for information and clearance in case of cable routing through equipment rack.
• The Wall Connection Box can be used to connect 3rd party equipment that complies with the following requirements:
  • Qualified medical electrical equipment [IEC 60601-1].
  • Connected to the same earth as the Philips Protective Conductor Bar (PPCB).
  • Can be operated with a standard AT 101-key US English keyboard connected through a USB connection.
  • Provide video-output that matches the display range of the Color monitor that is used for display. Standard VESA video formats up to 1920x1200 are supported

Pre-install kit:

100249 Azurion Upgrades - Serial

Line #	Part #	Description	Qty	Each	Price

Includes required electrical accessory kit, gas riser mounting kit and gas risers (if applicable). Provided by Philips, installed by contractor.

Round interface plate:

Interface plate to mount equipment rack to the ceiling. Provided by Philips, installed by contractor.

X-Ray Wall box:

13 gauge steel Wall Connection Box

2	**SEBLRSVNP1**	**Customer Note**	**1**		

Please reference CAA0038600 for terms

100249 Azurion Upgrades - Serial

LIST PRICE	$41,390.00
DISCOUNT	$23,799.25
	$0.00
NET PRICE	$17,590.75

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: HPG81970

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

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Invoice Address:

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_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

102503 IntraSight

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty	Each	Price
1	**NNAW511	IntraSight 7	1	$190,472.25	$190,472.25

IntraSight 7 IntraSight 7 is a scalable, applications-based platform designed to meet the evolving needs of your lab. Included within IntraSight 7 are best-in-class physiology and imaging tools such as iFR co-registration & IVUS co-registration. In addition to providing these leading technologies, the IntraSight platform also optimizes lab performance with efficient data management and user controls, remote service diagnostics, and advanced cybersecurity protection while minimizing the learning curve with a modern, intuitive interface that is fast to learn & easy to use. IntraSight interventional applications platform.Includes IntraSight CPU, CPU Base, Operator’s Manual, Power Transformer, Cable Pre-Install Kit, Power Supply, Connection Box, Mouse, Keyboard, 19” Monitor Kit, DICOM Network Connection. Imaging (IVUS) License.Includes IntraSight IVUS Software package: Digital (requires PIM hardware, included), Rotational (requires SpinVision/PIMr, hardware optional), and ChromaFlo IVUS. Digital PIM. Includes PIM, Cabling and PIM holder. Physiology (iFR/FFR) License (requires FM-PIM hardware, included).Includes IntraSight Physiology Software Package: iFR Hyperemia Free Lesion Assessment Modality, FFR Modality, iFR Option Manual FFR 2.5. FM-PIM.Cabling, FM-PIM holder, and FM-PIM to Verrata Wire Adapter. Touch Screen Module (TSM).Table side touch screen controller and articulating bedrail mount. SyncVision Workstation CPU, Power Supply, Isolation Transformer Medical Grade, Joystick Controller, Optical USB Mouse and Keyboard, LCD Monitor 19" Philips, Cable Kit, SyncVision System Operator's Guide.

2	SEBLRSVNP1	Customer Note	1		

Please reference CAA0038600 for terams

102503 IntraSight

LIST PRICE	$448,170.00
DISCOUNT	$257,697.75
	$0.00
NET PRICE	$190,472.25

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: HPG81970

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

_____

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Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

PHILIPS PRODUCT WARRANTY

INTERVENTIONAL X-RAY (iXR) SYSTEMS
PRODUCT WARRANTY

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

1. Twelve (12) Month System Warranty

1.1 Philips Healthcare, a division of Philips North America LLC (Philips) warrants to Customer that the Philips' Interventional X-Ray Systems (System) will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation and availability for first patient use.

1.2 Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.

2. Planned Maintenance

2.1 During the warranty period, Philips' personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 am and 5:00 pm local time, excluding Philips' observed holidays.

3. System Options, Upgrades or Accessories

3.1 Any Philips' authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire:

3.1.1 upon termination of the initial twelve (12) month warranty period for the System on which the upgrade, option or accessory is installed; or

3.1.2 after ninety (90) days for parts only from the date of installation.

4. MRC X-Ray Tubes

4.1 Philips warrants to Customer, for the warranty periods further specified in this section, that the Philips' X-Ray Tubes (tube) will be substantially free from defects in material and manufacturing workmanship, which impair performance under normal use as specified in Philips' System descriptions and specifications.

4.2 The warranty period for MRC Tubes provided with Customer's purchase of a new or refurbished X-Ray System shall be the shorter of thirty-six (36) months after installation or thirty-eight (38) months after date of shipment from Philips.

4.3 The warranty period for purchases of replacement tubes shall be the shorter of twelve (12) months after installation or fourteen (14) months after date of shipment from Philips.

5. MRC Tube Warranty Exclusions

5.1 The above warranty shall not apply to X-Ray Tubes outside the United States and Canada.

5.2 Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the System other than in accordance with Philips' applicable System specifications and written instructions; improper site preparation; abuse, negligence, accident, loss or damage in transit; improper site preparation; unauthorized maintenance or modifications to the System; or, to viruses or similar software interference resulting from the connection of the System to a network.

6. MRC Tube Warranty Remedies

6.1 If a tube is found to fail during the warranty period, and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips' tube warranty liability hereunder is limited to, at Philips' option, the repair or replacement of the tube.

6.2 Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced.

7. Dynamic Flat Detectors

7.1 Philips warrants the Dynamic Flat Detectors (detector) provided with the System, if any, will be free from defects in material and manufacturing workmanship for twelve (12) months.

7.2 Claims must be made within twelve (12) months after installation or fifteen (15) months after date of shipment from Philips, whichever occurs first.

7.3 If a detector fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the detector, Philips will provide Customer a replacement detector at no additional charge.

8. System Software and Software Updates

8.1 The software provided with the System will be the latest version of the standard software available for that System as of the ninetieth (90th) day prior to the date the System is delivered to Customer.

8.2 Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

8.3 All software is and shall remain the sole property of Philips or its software suppliers.

8.4 Use of the software is subject to the terms of a separate software license agreement.

8.5 No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

8.6 Any Philips maintenance or service software and documentation provided with the System and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.

8.7 Customer agrees to restrict the access to such software and documentation to Philips employees, those of its authorized agents and its authorized employees of Customer only.

9. Warranty Limitations

9.1 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips option, to the repair or the replacement of the product or a portion thereof, within thirty (30) days after receipt of written notice of such material breach from Customer (Product Warranty Cure Period) or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer upon Customer's request.

9.2 Any refund will be paid, to the Customer when the product is returned to Philips.

9.3 Warranty service outside of normal working hours (i.e 8:00 am to 5:00 pm Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips standard service rates.

9.4 This warranty is subject to the following conditions: the product

9.4.1 is to be installed by authorized Philips' representatives (or is to be installed in accordance with all Philips' installation instructions by personnel trained by Philips);

9.4.2 is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and

9.4.3 is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications.

9.5 Philips' obligations under any product warranty do not apply to any product defects resulting from: improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or, viruses or similar software interference resulting from connection of the product to a network.

9.6 Philips does not provide a warranty for any third party products furnished to Customer by Philips under this quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

9.7 The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a warranty.

9.8 THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.9 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

10. **Philips' Remote Services Network (RSN)**

10.1 Customer will

10.1.1 provide Philips with a secure location at Customer's premises to store one Philips Remote Services Network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or

10.1.2 provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications

from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips' products and services and aggregation into services).

10.2 Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided.

10.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to the products.

11. Transfer of System

11.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.

11.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.

11.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.

11.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

12. Limitation of Liability

12.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY.

12.2 THIS LIMITATION SHALL NOT APPLY TO:

12.2.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

12.2.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;

12.2.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI; and;

12.2.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES,

13. Disclaimer

13.1 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. Force Majeure

14.1 Philips and Customer shall each be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, health pandemic, acts of any civil, military or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or mandatory direction or request. For clarity, Customer requests shall not be considered 'government' under this section.

Philips' system specifications are subject to change without notice.

IXR Product Warranty Rev. R

Terms & Conditions

PHILIPS HEALTHCARE – CONTRACTING TERMS AND CONDITIONS

Customer has accepted this Philips Turnkey Construction Proposal in order to complete installation of Philips medical equipment it is purchasing ("Equipment") which requires physical modifications to Customer's facility, as stated in the above-described Project Description. Philips will act as general contractor for the Project.

Entire Agreement. The Philips Construction Services Quotation, Philips drawings and specifications, Statement of Work, including any architectural or engineering drawings and specifications if any, the Project Plan, which are attached hereto as Exhibit A and incorporated herein by this reference, and this Turnkey Construction Proposal, including these terms and conditions (the "Project Documents") constitute the entire agreement between the parties with respect to the goods and construction services described therein and supersede all prior or contemporaneous oral or written agreements (the "Agreement"). This Agreement may only be changed by written agreement signed by both parties. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard shall serve as references in interpreting the terms and conditions hereof. Any additional or different terms or conditions stated in any acknowledgement, purchase order, or other document issued by Customer in connection with this Agreement will have no effect and will not under any circumstances be binding on Philips unless specifically accepted in writing by an authorized representative of Philips.

Statement of Work. Philips shall provide the construction services described in the Construction Services Quotation and Statement of Work (the " Work"), including all architectural and engineering services (if applicable), labor, equipment, tools, materials, permits and insurance required for the execution and completion of the Work.

Project Plan. Philips understands that it will provide the Work also in accordance with an overall project plan to be developed between Philips, Customer and Philips' contractor ("Project Plan"). Customer agrees to meet with Philips and its representatives to mutually develop and agree to the Project Plan, prior to commencement of the Work.

Philips' Property. Philips' designs, drawings, tracings, reproductions and specifications shall remain Philips' property. While the Customer may retain a copy for record purposes, such property shall not be used by the Customer or others for other projects, for additions to this Project, or for completion of this Project by others.

Commencement of Work. Philips shall begin the Work upon receipt of this Agreement, signed by Customer, receipt of the down payment and any progress payments due from Customer, Philips management approval of credit and finance matters and any terms included in the Construction Agreement by Philips representatives, and receipt of any necessary permits, information or documents.

Substantial Completion. Philips will use its reasonable best efforts to achieve "Substantial Completion" of the Work by the estimated completion date as agreed by Philips and as identified above in this Agreement. Substantial Completion is defined as the date when the Work or a designated portion thereof is sufficiently complete, in accordance with the Construction Documents, for Customer to occupy the Work, or designated portion thereof, for the use for which it is constructed. Philips, and/or its subcontractors, shall have the right to post one or more signs of an appropriate size and decor identifying its presence at the job site, and any other signs or notices required by law.

Delays. If the Work is delayed by causes or conditions beyond Philips' reasonable control or the control of its agents, suppliers or subcontractors, or due to acts or omissions of Customer, the schedule for completion of its Work and any other terms affected will be adjusted accordingly by Philips. In the event that such causes or conditions make the performance of Philips' Work impossible or impracticable, Philips may terminate this contract without further liability.

Customer shall make available to Philips in a timely fashion any information, data or documents in its possession or to which it has reasonable access, including soil reports, which Philips may require to perform its Work. Philips shall be responsible for obtaining only such information, data or documents, which are specifically described in the Construction Documents.

Customer Representative. Customer shall designate and make available to Philips on a regular basis a representative who is fully familiar with the Work and who is authorized to act on Customer's behalf in connection with the Work, to approve changes to, and to inspect the Work.

Site Access. Customer shall provide Philips with direct access to the Work site, and prevent interference with Philips' operations by its employees, visitors, trade unions, patients, customers or clients, other contractors and others. Customer shall make available for the use and benefit of Philips, its subcontractors and vendors, any exemptions and certificates of exemption from sales, use or similar taxes, held by Customer, to the extent permitted by law.

Nothing herein shall create any contractual relationship between Customer and Philips' subcontractors. Any communications from Customer to subcontractors shall be addressed to Philips.

The services and information required by this Section shall be furnished with reasonable promptness at Customer's expense and Philips shall be entitled to rely upon the accuracy and completeness thereof.

Price. Customer shall pay Philips the Price as stated in the Construction Services Quotation which, except as otherwise stated, includes all applicable insurance, permits, freight, taxes, and miscellaneous expenses necessary to perform the Work. Any utility assessments or connection charges, taxes or fees, licenses or permits relating to the operation of the facility are to be paid by Customer in addition to the Price. The Price may be adjusted for changes or additional work agreed to by the parties in writing. The Price is based upon services performed during the normal working hours at the construction location. Should Customer direct or approve any work outside such hours, additional costs incurred shall be at Customer's expense, except for overtime required as a direct result of an error by Philips.

Payment Terms. Customer shall pay the Price upon receipt of invoice in accordance with the payment terms stated in the Construction Services Quotation. Customer shall pay interest on any delinquent unpaid balance computed from the date due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of this Agreement following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

Changes. Should Philips or Customer propose a change in the nature or scope of the Work, Philips shall submit to Customer a written description of the Work involved in the proposed change and the cost thereof. Should Customer direct Philips to proceed with the change, Philips shall prepare a written change order describing the change and the adjustment in the Price required thereby ("Change Order"). No change shall be effective unless and until it is embodied in a writing signed by the parties. In any emergency affecting the safety of persons or property, Philips may act, at its discretion, to prevent threatened damages, injury, or loss. Any increase in the Price or extension of time claimed due to emergency work shall be determined as provided in this Agreement. Customer shall promptly advise Philips in writing of any defects in material or workmanship, which are discoverable with reasonable diligence in the course of the Work.

Inspection. Philips shall notify Customer when its Work is Substantially Complete, whereupon the parties shall promptly inspect the Work together, and identify any defects, deficiencies or Work remaining. These items shall be listed in a Certificate of Substantial Completion signed by Customer and Philips, which shall identify the Date of Substantial Completion and a schedule for correcting or completing such identified items. Warranties hereunder shall take effect on the Date of Substantial Completion. Upon the correction or completion of such identified items, the Work shall be promptly re-inspected. When the Work is completed, Philips shall invoice for, and Customer shall make, the final payment.

Hazardous Materials. Customer represents and warrants to Philips that no asbestos or other hazardous materials (as defined in the Occupational Health and Safety Act of 1970 and regulations promulgated thereunder) are located within or adjacent to Philips' Work site, except as may have been disclosed to Philips in writing prior to the execution of this Agreement. In the event that such hazardous materials are found on or adjacent to the job site during the course of Philips' Work, Philips shall immediately stop all Work and notify Customer orally, with confirmation in writing. Removal of all such hazardous materials shall be the sole responsibility of Customer. Philips shall, at its option, treat the presence of such hazardous materials as grounds for either a termination of this Agreement, or as a suspension of the Work until such time as Customer certifies in writing to Philips and Philips confirms that all such hazardous materials have been removed. In the latter event, any appropriate adjustments to the schedule, Statement of Work, Price or other terms of this Agreement shall be made by Change Order. Philips shall notify Customer in writing of its election to terminate or suspend the Work within ten (10) working days after its initial notice of the work stoppage.

Warranty. Philips warrants that the Work performed will be free from defects in material and workmanship and will substantially meet the construction specifications set forth in the Statement of Work as of the date of Acceptance. Philips further warrants that

its Work will accommodate and be compatible with the installation and operation of the Equipment purchased by Customer. Philips shall repair or replace any defects in materials or workmanship which occur within one (1) year from the date of Acceptance, and any damage to other work caused by such defects, or resulting from Philips' repair of such defects or damage, at its own expense. Repaired or replaced Work shall carry the same warranties as original Work.

Third Party Warranties. Manufacturers' warranties on equipment and materials purchased and installed by Philips within its Statement of Work will be assigned by Philips to the Customer for its benefit upon receipt of final payment.

Warranty Exclusions. Warranty coverage does not include any defect which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, power fluctuation or failure, vandalism or any other damage caused by persons other than Philips employees, natural causes, failure or lack of humidity or temperature control,

Insurance. Philips will maintain the following insurance coverage during the Work, which shall constitute the limit of its liability: (a) Worker's Compensation coverage providing Statutory Benefits and Employer's Liability coverage in the amount of $100,000; (b) Comprehensive General Liability coverage in the amount of $1,000,000 combined single limit including the following coverage: (i) Products and Completed Operations, (ii) Property Damage Liability, (iii) Contractual Liability Coverage, and (iv) Blasting, Excavating and Grading (X, C, U) Endorsement; (c) Automobile Liability coverage in the amount of $1,000,000 combined single limit covering all owned, leased, or rented vehicles; and (d) Umbrella/Excess Liability coverage in the amount of $10,000,000.

Customer is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Customer are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Customer is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Customer will provide Philips with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage, and Customer will provide a new copy of such Certificate of Coverage if there are any material changes.

Each party shall be responsible for any deductibles on policies obtained by it or on its behalf hereunder. If for any reason, such policy insurer cancels or fails to renew such policy, or reduces the amount of coverage under such policy, Philips shall immediately purchase a replacement policy containing the same terms as such policy effective from the effective date of cancellation or reduction in coverage.

The Price does not include the cost of a Performance Bond; if such a Bond is desired, Philips will furnish one at Customer's cost, upon prior written notification, value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

LIMITATION OF LIABILITY. The liability, if any, of Philips for damages, whether arising from breach of the terms in this Agreement, or otherwise with respect to the Work hereunder and the performance of this Agreement by either party, is limited to an amount not to exceed the total value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

DISCLAIMER. PHILIPS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR GOODWILL ARISING FROM ANY FAILURE OR MATTER ARISING UNDER THIS AGREEMENT.

Additionally, Philips shall have no liability for any claims or damages arising from or related to:

(1) pre-existing site conditions, construction or design;

(2) information, data or documents provided by Customer for use by Philips in connection herewith;

(3) work of third parties not under contract to Philips; and

(4) environmental pollution or exposure to hazardous materials except as directly and solely caused by Philips' Work hereunder.

Compliance with Laws. In performing the Work hereunder, Philips shall use commercially reasonable efforts to comply, and to require its subcontractors to comply, with all laws, ordinances, regulations and codes applicable to the Work, including applicable building codes and manufacturers' installation instructions.

Termination. Customer may terminate this Agreement for a material breach thereof by Philips, if Customer provides advance written notice of such breach to Philips and Philips is unable to cure such breach within thirty (30) days of its receipt of such notice. Customer may also terminate this Agreement for its convenience upon sixty (60) days prior written notice to Philips. In the event this Agreement is terminated for any reason, Customer shall pay Philips for all Work performed to the termination date, costs of canceling services, materials or equipment ordered, costs of materials not cancelable and other reasonable termination costs, along with reasonable overhead and profit on the Work not executed. Customer may, at its option and upon timely written notice of at least seven (7) days to Philips, and the subcontractors or vendors involved, assume all responsibility for any services, materials or equipment ordered, and such assumption shall constitute Customer's waiver of any and all claims against Philips.

Philips may cancel this Agreement and/or any related contract with Customer immediately and without notice in the event Customer terminates or breaches any contract with Philips or is placed into receivership, files a petition of bankruptcy, or enters into an arrangement or assignment in favor of its creditors.

Order of Precedence. The terms and conditions contained in any of the Attachments shall be effective in accordance with such terms and conditions and to the extent they do not conflict with the terms and conditions contained in the main body of this Agreement.

Notices. Notices or other communications shall be in writing, and shall be deemed served or given if delivered personally to the representative of the party who signed the Agreement, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth below:

If to Customer: University Medical Center of Southern Nevada
Attn: Warren Grand
1800 W. Charleston Blvd. Las Vegas, NV 89102
Tel. No. (702)383-2596
Fax No.

If to Philips: Turnkey Department
Philips Healthcare
Address
Tel. No.
Fax No.

Miscellaneous.

Governing Law. The terms of this Agreement shall be interpreted under the laws of the United States, and the state in which the Work is performed without regard to principles of choice of law.

Binding Agreement. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Assignment.Customer will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Philips.

Severability. The invalidity or unenforceability of any provision hereof will not effect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

Waiver. The failure of either party to require the performance of any obligation will not affect its right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any

Force Majeure. Philips shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of Customer (or any of Customer's employees, agents, or representatives), acts of civil or military authorities, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, lack of storage or cryogens, water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Philips' control, and the time for performance of Philips' obligations hereunder shall be extended for the commercially reasonable period of time in the event of any delay or default for such causes.

Offset. Customer will not exercise any right of offset in connection with the related Equipment Quotation, or any other contract or account with Philips.

Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and together, one and the same agreement, which shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties.

PHILIPS

Turnkey Contracting Proposal

Project Budget & Scope of Work

Azurion 7 C20 System Project
Future lab EP3

Submitted By:
Philips North America LLC ("Philips")

For:
University Medical Center of Southern Nevada
Las Vegas, NV

January 9, 2023

Turnkey Proposal

Summary

The purpose of this scope of work ("SOW") is to define the extent of the Turnkey engineering, procurement and contracting work required to complete the project described above. Anything not specifically included by mention in this description is excluded from the agreed upon SOW. In the event of a conflict between the work described in the SOW definition set forth below, and the supplemental documents attached to this Turnkey Contracting Proposal, the SOW shall govern. The SOW should be thoroughly reviewed by all involved parties to ensure that all areas of concern are addressed, as the items described therein shall govern execution of the project described herein ("Project"). Additional items not addressed in this proposal may be included in the Project, but are subject to negotiation.

This proposal references **site drawing number**: **N-WES220374**
Room number: Future Lab EP3

This Turnkey Contracting Proposal (the "Turnkey Contracting Proposal") is the property of Philips and is only applicable to and may only be used on the Project described herein. This Turnkey Contracting Proposal shall not be copied or used in whole or in part without written permission of an authorized representative of Philips. ©Koninklijke Philips Electronics N.V. 2009 all rights are reserved. Reproduction in whole or in part is prohibited without the prior written consent of the copyright holder.

Project Summary

Design/Build services as required to modify existing Cath Lab/Special Procedures Exam Room for new Philips Azurion 7 C20 per the preliminary Philips Healthcare N-WES220374 drawings. It is assumed the design of the Cath Lab/Special Procedures Exam Room (Exam/Equipment/Control Room), will be undertaken at award, and that a final design is dependent on the owner's needs, the final determined functional program of the spaces, and the acceptance/approval of construction drawings by state and/or local authorities. **This project was bid using current prevailing wage rates as of December 2, 2022.**

The project is assumed to be conducted in 2-3 sequential, uninterrupted phases:

- **Design and plan check:** Defining owner's needs, functional program, and development of construction drawings and documents. The phase begins upon award, and ends upon construction drawings approved by all applicable authorities and issuance of building permits.
- **Construction:** (1 phase)
    - Cath Lab/Special Procedures and adjacent spaces

Pricing and scheduling are to be re-evaluated at the conclusion of the Design Phase.

Scope of Work is based on the preliminary design criteria in the attachments below:

- Demolition of existing control wall and adjacent spaces per the preliminary architectural floor plan.
- Saw cutting and/or core-boring for new underground conduits / boxes and concrete patch/repair
- New control room wall and window openings

- Electrical renovations required to site the new equipment
- Modifications to the existing HVAC system.
- Lead shielding where required and new finishes (flooring, ceiling, cabinets and paint).

Basis and Assumptions:
- Philips preliminary site plan N-WES220374
- Limited As-Built drawings provided by UMC

Estimated Schedule durations:
- Design Documents - 8 weeks
- Design review and submit for permit - 4 weeks (estimated)
- Plan check & permits – TBD (but est. at 6-8 weeks)
- Construction – 20 weeks

Scope of Work

DESIGN:

Division 01A – Architectural and Engineering
All architectural and engineering work necessary to complete the project described above, including:

- Design will be built to comply with 2022 FGI.
- Customer meetings.
- Required survey and testing work.
- Construction document production (drawings & specs).
- Copies of the construction documents as required by applicable parties and other miscellaneous printing costs including read-only CADD files.
- Review and approval work, including fees for building and trade permits as required by local, authorities having jurisdiction over the work.
- Redesign work required by review and approval authorities.
- Pre-construction meetings.
- Shop drawing and submittal review.
- Necessary construction progress inspections, including punch-list and occupancy inspections.
- As-built drawings and specifications showing applicable changes made during construction.
- Travel costs and other miscellaneous expenses.

CONSTRUCTION:

Division 01 – General Requirements

- Maintain a job site office.
- Keep a current and up to date copy of the construction documents in the job site office, marked with red - lines for all changes that occur during the work.
- Provide all required shop drawings and submittals and keep a copy of all approved shop drawings and submittals in the job site office. Turn over applicable approved files as well as appropriate operation and maintenance manuals to the Owner upon completion of the project.
- Provide applicable samples.

- Maintain a full-time job superintendent.
- Conduct weekly job progress meetings, which include job-site safety discussions. On a weekly basis, provide two (2) copies of the following: Job status report and action plan; job progress and safety meeting report; an updated job schedule showing actual vs. plan; job site progress pictures with location key; any other pertinent correspondence.
- Provide applicable temporary utility hook-ups.
- Provide applicable permits and pay for all inspection fees.
- Pay applicable taxes on the work – when required.
- Performance and Payment bonds are included.
- Standard job-site work hours are 7:00am to 3:00pm. Permission to work at the site during any periods other than standard work hours must be approved in advance, in writing.
- Noise restrictions at the job site are to be determined at pre-construction meeting.
- HEPA filters and infection control procedures as required by the facility. Maintain negative pressure in the construction area as required by the facility.
- Provide for daily broom cleaning of the job site and debris removal and appropriate disposal. Use of walk off mats as required by the facility.
- The entire job site shall be thoroughly cleaned upon completion of the work, prior to turnover to the customer, and re-cleaned after the imaging equipment installation has been completed. Sterile final cleaning/terminal cleaning is not included.
- The storage, staging and delivery of materials to the job site shall be determined at pre-construction meeting.
- Parking for construction workers is to be determined at pre-construction meeting.
- Compliance with the Owner's security regulations and dress codes is required.
- A clean unrestricted access route to the project site is to be provided by the customer.
- This proposal assumes that all of the on-site work will be accomplished in one phase, so that once work begins on site it will continue until all work has been completed.

Division 02 – Existing Conditions

- The installation of code compliant temporary partitions to secure areas, control dust, protect adjacent areas and equipment as required are included.
- The demolition and appropriate removal and disposal of applicable existing walls, floors, ceilings, finishes, foundations, roofing, structure, equipment and utilities as required accommodating the new work.
- All items intended to be salvaged by the owner will be so noted and removed by the owner prior to the start of the demolition work.
- Provide removal and proper “safe-off” of existing plumbing at walls to be demolished to accommodate new suite layout. This will include cap of existing lines above ceiling or below floor.
- Provide demolition and proper “safe-off” of existing electrical in walls to be demolished to accommodate new suite layout. This will include conduit and wiring back to the nearest j-box.
- Provide removal and proper disposal of approximately 90 linear feet of existing wall assembly to accommodate new suite layout. This will include metal stud framing and sheetrock on both sides.
- Provide removal and proper disposal of existing ceiling assemblies to accommodate new suite layout.
- Provide removal and proper disposal of Four (4) existing doors and door frames as required to accommodate new suite layout.
- Provide removal and proper disposal of existing flooring as required to accommodate new suite layout.
- Provide saw cut and removal of existing concrete slab to accommodate new plumbing, med gas and electrical installations.
- **This scope of work does not include the removal of any materials, including but not limited to asbestos, mold, deemed hazardous by local authorities, the EPA, OSHA, or any other authority**

having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.

Division 03 – Concrete

- Provide concrete slab infill at plumbing and electrical trenches. This will include rebar reinforcing and dowels.
- It is assumed a thickened slab is not required.

Division 04 – Masonry - N/A

Division 05 – Metals

- It is assumed the exterior of the existing construction will be left untouched
- Furnish and install under-slab structural beam support to allow for the new medical equipment.
- Provide labor, material and equipment to furnish and install approved equipment floor anchors according to vendor specifications.
- Furnish and install overhead unistrut support at Cath Lab/Special Procedures Exam Room.

Division 06 – Wood, Plastics and Composites

- Furnish and install approximately 28 linear feet of plastic laminate storage cabinets with glass door inserts and peg board back at Exam Room. Laminate color to be selected by Owner from standard color selections.
- Furnish and install approximately 8 linear feet of solid surface countertop at Exam Room. Solid surface color to be selected by Owner from standard color selections.
- Furnish and install approximately 14 linear feet of solid surface countertop at Control Area. Solid surface color to be selected by Owner from standard color selections.
- All other existing millwork located throughout the project area will remain in existing condition and location.

Division 07 – Thermal and Moisture Protection

- Any new construction shall have thermal insulation installed consistent with local standards and energy conservation standards.
- The existing construction shall have thermal insulation equal to the existing level of insulation wherever the existing insulation is disturbed by the work.
- All penetrations through the new or existing exterior walls and roof shall be flashed, counter-flashed, caulked and otherwise sealed as is consistent with local standards.
- Repair of any non- compliant thermal or moisture protection outside the work area is excluded from this proposal.

Division 08 – Openings

- Furnish and install two (2) new 3’0 x 7’0 steel doors and hollow metal door frames. This includes office locksets and hardware.
- Furnish and install one (1) 4’0 x 7’0 with 1’ leaf lead lined steel door and lead lined hollow metal door frame at Exam Room. This includes office locksets and hardware.

- Furnish and install steel doors at Equipment Room. Doors to be sliding style for use and clearances within the Equipment Room.
- Applicable interior doors shall be metal doors with appropriate thickness and meet facility standards.
- Doors and frames shall be fire rated as required and must have labels applied by the manufacturer noting such rating.
- Hardware shall match existing, if applicable, or be commercial series if there is no existing to match. Keying of all hardware as directed by the owner is included.
- Applicable kick plates, closers, hinges, stops, bumpers, guides, coordinators, etc.; to meet facility standards are included.
- Ball bearing hinges, pivot hinges, continuous strip hinges and other heavy-duty hardware as required for all specialty doors and openings are included.

Division 09 – Finishes

- All new construction partition framing shall have, at a minimum, use Extreme abuse sheetrock on bottom 4 feet of hallways – solid backing for door bumpers, 5/8ths inch thick gypsum wallboard applied to above finished ceiling height. Fire rated wallboard extending to the deck above shall be installed wherever appropriate in accordance with the applicable life-safety and building codes.
- All existing drywall and/or plaster construction disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- All new construction shall have interior finishes as follows: All ceilings shall be 2’ x 2’ washable acoustical panels in a "T" grid system with ceiling mounted devices being placed in the center of the 2x2 layout where applicable, except bathroom, storage rooms, utility and exam or equipment rooms, which shall be 5/8ths inch thick gypsum board, finished and painted as required to meet facility standards.
- All walls shall be primed coat painted and shall be final coat painted in no more than two different colors as selected by the owner from samples submitted by the material supplier.
- All floors shall receive commercial grade sheet goods to meet facility standards.
- All materials to be as selected by the owner from samples provided by the material supplier.
- All rooms with sheet vinyl shall be coved at sheet vinyl areas from owner approved palette.
- All door frames shall be painted, all doors shall be painted to meet facility standards.
- All existing finishes disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- All floors shall receive 1/8th inch thick vinyl \ plank or commercial grade welded sheet goods to meet facility standards.
- All materials to be as selected by the owner from samples provided by the material supplier.
- All rooms with sheet vinyl shall receive 6" self-coved base.
- All doors and door frames shall be painted to meet facility standards.
- All existing finishes disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- Furnish and install approximately 78 linear feet of wall assembly to accommodate new suite layout. This will include metal stud framing, 5/8” type “X” sheetrock, tape and texture. Texture finish to match existing as best possible. Level 4, rather than texture finish wherever possible for new walls.
- Furnish and install hard lid ceiling system at Exam Room. This will include metal stud framing, 5/8” type “X” sheetrock, tape and texture. Texture finish to match existing as best possible
- Provide repair of existing acoustical ceiling system within our work area. This will include ceiling grid and 2’x4’ second look ceiling tiles.
- Provide painting of Exam Room, Equipment Room, Control Room and Office. Paint color to be selected by Owner from standard color selections.
- All paint used will be owners current palette “low VOC” for use in healthcare applications.

- Furnish and install approximately 600 square feet of sheet vinyl flooring with 6” self-coved base and heat welded seams at Exam Room. Flooring color to be selected by Owner from standard color selections.
- Furnish and install Acrovyn wall panels 4’ high at Exam Room. Acrovyn colors to match existing as best possible or selected by Owner from standard color selections.

Division 10 – Specialties

- INTERIOR SIGNAGE: All existing interior signage that can be re-used will be re-located as needed. Owner is responsible for any new interior signage
- ILLUMINATORS, FILM BINS, PASS BOXES, MISCELLANEOUS: All existing illuminators, film bins, pass boxes and miscellaneous items will remain in existing condition and location without additions or modifications.
- NEW WALL PROTECTION RAILS, WAINSCOTING AND CORNER GUARDS: included in this proposal is 50 lineal feet of wall rail made of acrovyn or similar material, 160 lineal feet of wainscoting made of acrovyn or similar material, and four (4) corner guards made of acrovyn of similar materials. (incl in Div. 09)
- EXISTING WALL RAILS, WAINSCOTING AND CORNER GUARDS: All existing wall rails, wainscoting and corner guards that can be re-used without de-installation are to remain in existing location and condition without additions or modifications.

Division 11 – Equipment – N/A

- Rigging out existing, or rigging in any new medical equipment shall be by others and is excluded from the proposal
- Provide one week of additional supervision/support for equipment installation and anchorage while Philips installation team is working. (incl in Div. 01)

Division 12 – Furnishings – N/A

- The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.

Division 13 – Special Construction

- FLOOR PLATES: Installation of the Philips supplied equipment base plate(s) is included.
- EXISTING RADIATION SHIELDING – X-RAY: The scope of work is based upon the assumptions noted in this proposal. This room is a new buildout and should not have any existing shielding. If a facility provided radiation shielding design indicates that an upgrade to the existing radiation shielding is required, a change order to the turnkey agreement for the additional work will be required.
- Any existing radiation shielding to remain that is disturbed by the work, will be patched/repaired to provide equivalent radiation protection.
- NEW RADIATION SHIELDING - X-RAY: Supply and install all radiation shielding as required. Each X-ray equipment room shall have, at a minimum (unless superseded by a qualified physicist report), 1/16th inch lead equivalent in all walls, doors, door hardware, windows and other openings, extending from no more than 6" above the floor level to at least 7'0" above the floor level. **Shielding must meet all facility and state requirements and be coordinated with the appropriate facility personnel.**
- Furnish and install 4# lead drywall to 7’ AFF on all walls of new Cath Lab/Special Procedures exam room.
- Furnish and install new 4# x-ray glass control window and 4# lead lined frame. Window size shall be determined with manufacturers lead time/availability in mind.
- This proposal does not include post renovation testing of the radiation shielding.

Division 14 – Conveying Equipment - N/A

Division 21 – Fire Suppression

- Provide modifications to existing fire sprinkler system to accommodate new suite layout. All sprinkler heads within the Suite shall be of the same type of quick response.
- New fire protection work shall be tested for proper operation as required, witnessed by the appropriate authorities and owner's representative(s). Three (3) copies of all test reports shall be provided.

Division 22 – Plumbing

- Furnish and install plumbing supply lines, drain lines and vents for one (1) new scrub sink outside of Exam Room.

MEDICAL GAS SYSTEM WORK:

- It is assumed any existing gas and vacuum lines to be re-used, are currently code-compliant.
- Provide “safe-off” and disconnect of med gas outlets to be relocated or removed. Any med gas work affecting areas outside of the new suite will require a "hot tap" to minimize impact to surrounding areas/facility/patient care areas.
- Furnish and install new med gases outlets at Exam Room as required. Exam Room to include wall outlets, ceiling outlets and floor pedestal with outlets. This includes new oxygen outlets, vacuum outlets and vacuum slides.
- All new medical gas system work and any of the existing medical gas system that has been affected by the new work shall be purged and certified by qualified personnel. Three (3) copies of all testing and certifications are included.

Division 23 – Heating Ventilating and Air Conditioning

- All existing areas affected by the new construction shall have the existing heating, ventilating and air conditioning system ductwork, dampers, grilles and diffusers relocated as required.
- This proposal assumes that any existing HVAC components to be re-used, are operational and functioning as designed.
- Philips will verify the capacity and operation of the existing HVAC system during the design process and if additional HVAC capacity is required or existing HVAC system components need to be, repaired or replaced a change order to the turnkey agreement for the additional work will be required. Provide constant velocity fan coil units with heating and cooling capability for Exam and equipment room. Units should be located outside of the Exam and or equipment room for servicing.
- Ductwork insulation disturbed by new construction shall be repaired or replaced.
- All necessary control system modifications required due to the relocation activity is included.
- After completion of all HVAC work, a test and balance of the HVAC system(s) affected by the work shall be performed by a qualified independent testing agency certified for such work. Three (3) copies of all test reports are included.
- Any rework outside this scope of work - required to bring the HVAC system to within design specifications is excluded.
- Building Management Systems (BMS) connections to existing energy management systems is included.
- Provide modifications to existing HVAC ductwork to accommodate new suite layout.

- Furnish and install one (1) humidifier with air and humidity to Exam Room & Equipment Room. This includes ductwork and grilles.

Division 26 – Electrical

- Furnish and install 125A 480V main breaker with distribution panel. This will include conduit, wiring and terminations.
- Furnish and install one (1) 480V circuit for UPS system. UPS interconnection between the hospital's electrical system and the new Philips equipment is included in this scope of work. The UPS is provided and commissioned by others.
- Furnish and install medical equipment conduits per the Philips Healthcare typical medical equipment drawings.
- Furnish and install Two (2) EPO buttons. This will include conduit, wiring and terminations.
- Furnish and install one (1) "In Use" warning light. This will include conduit, wiring and terminations.
- Furnish and install new double duplex outlets at Exam Room, Control Room, equipment room and Office. This will include conduit, wiring, terminations and hospital grade materials to State Healthcare requirements.
- Furnish and install four (4) convenience outlets. This will include conduit, wiring, terminations and hospital grade materials.
- All required circuit breakers, taps, sub-panels, etc. as required are included.
- Furnish and install recessed LED can lights on dimmer switch at Exam Room. This includes conduit, wiring and terminations.
- Furnish and install 2' x 4' LED light fixtures at Equipment Room, Control Room and Office. This includes conduit, wiring and terminations.
- A shunt trip (if required) shall be supplied and installed ahead of the Philips system PDU for equipment shutdown as required by local code. Cost will be covered and work performed as part of the turn key proposal.
- Include all safe off electrical as required for demolitions.
- Include power and connections for any new HVAC equipment (fan coils, humidifiers, etc..)
- Tie-in timing restrictions for all electrical system work are to be coordinated and conducted during normal business hours and will follow all applicable hospital shutdown protocols .

Division 27 – Communications

- It is assumed Telephone equipment, final connections and wiring of the communications system is the responsibility of the customer. Rough-ins to be provided but existing devices shall be relocated by Hospital. All low voltage cabling, testing and terminations to be covered by turn key proposal
- Computer Networking equipment: Rough-ins to be provided but existing devices shall be relocated by Hospital. Include relocation of existing equipment other than computer work stations.
- Furnish and install four (4) data drops at each Exam Room, Equipment Room, Control Room, and Office. This includes two (2) Cat6 wires per drop and terminations.
- We provide an allowance for Nurse Call system modifications. Devices will need to be removed from system at demo. Nurse Call System will need a complete design to include virtual walls and tracking. This needs to be covered by the turn key proposal."

Division 28 – Electronic Safety and Security

- All existing areas affected by the new construction work shall be protected by relocation of the existing fire detection and alarm system consisting of smoke detectors, heat detectors, strobes, horns, pull

stations and control panel with tie-in to the fire protection system alarms and the existing fire alarm system as required.
- All new fire detection and alarm system work shall be tested for proper operation as required, witnessed by the appropriate authorities and owner's representative(s). Three (3) copies of all test reports shall be provided.
- New security system or related work is excluded.
- Provide modifications to existing fire alarm system to accommodate new suite layout.

Division 31 – Earthwork - N/A

Division 32 – Exterior Improvements - N/A

Division 33 – Utilities - N/A

EXCLUSIONS:

- **This scope of work does not include the removal of any materials, including but not limited to asbestos, mold, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.**
- **Additional HVAC system components or capacity other than what is included in the description of work above.**
- **Physicist provided radiation shielding design or post renovation testing.**
- **Repair or replacement of existing HVAC system components other than what is included in the description of work above.**
- Physicist provided radiation shielding design or post renovation testing.
- Floor or ceiling mounted radiation shielding.
- Work in a bio-hazardous, radioactive, toxic or other high-risk environment.
- Work involving emergency power other than what is included in the description of work above.
- New utility power services, other than what is included in the description of work above.
- Work outside of normal working hours other than what is included in the description of work above.
- Removal/relocation of existing equipment is not included other than what is included in the description of work above.
- The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.
- Vibration testing of the site is not included, nor is any vibration remediation work.
- Sterile final cleaning/terminal cleaning is not included.
- Any work not noted above.
- Any sewer connection fees.
- Hidden and/or concealed conditions that we could not identify by a visual inspection, such as under-slab conduits, etc. are not included as a cost in our proposal. We have undertaken reasonable care and caution to identify any conflict; however, we did not perform any destructive inspections that may have identified these hidden and/or concealed conditions.
- Any artistic metals.
- Any Telephone/Data equipment.
- Any furnishings.

-
- Any work to bring the existing space to current ADA standards.
- Any change from the above scope of work will require a revised pricing.
- All removal, rigging and installation of medical equipment by others.

Cost Breakdown

Total Cost for this project is **$ Two Million, Seven Hundred and Fifty Thousand Dollars ($2,750,000.00).**

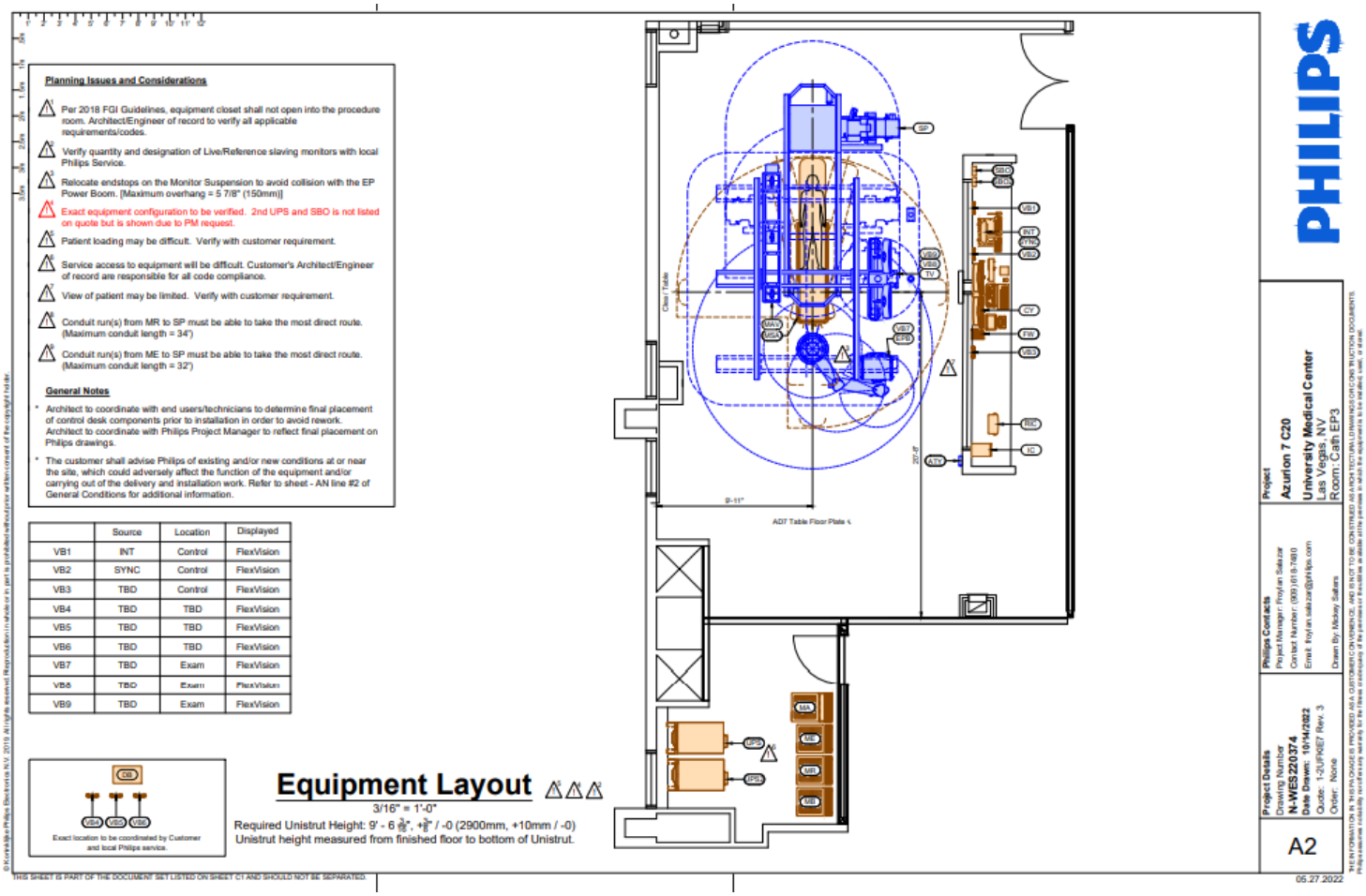
The divisional breakdown in this Schedule of Values is a generalized statement of the Cost for the understood Scope of Work.

Division 01	General Requirements	$703,445
Division 01a	Architectural & engineering work	$132,535
Division 02	Existing Conditions/Site Work	$195,710
Division 03	Concrete	$27,199
Division 04	Masonry	$0
Division 05	Metals	$110,030
Division 06	Woods, Plastics, Composites	$94,725
Division 07	Thermal & Moisture Protection	$31,931
Division 08	Openings	$92,585
Division 09	Finishes	$288,725
Division 10	Specialties	$0
Division 11	Equipment	$0
Division 12	Furnishings	$0
Division 13	Special Construction	$59,940
Division 14	Conveying Systems	$0
Division 21	Fire Suppression	$34,820
Division 22	Plumbing	$166,935
Division 23	HVAC	$308,330
Division 26	Electrical	$307,215
Division 27	Communications	$48,170
Division 28	Electronic Safety and Security	$147,705
Division 31	Earthwork	$0
Division 32	Exterior Improvements	$0
Division 33	Utilities	$0
	TOTAL PROJECT COST	**$2,750,000.00**

NOTE: THE QUOTED PRICE IS GOOD FOR 45 DAYS FROM THE PROPOSAL DATE

Anticipated Project Schedule/Duration

Estimated Date of Completion: T.B.D.



IN WITNESS WHEREOF, the parties have duly executed this Turnkey Construction Proposal.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

Name: _____

Title: _____

Date: _____

Terms & Conditions

PHILIPS HEALTHCARE – CONTRACTING TERMS AND CONDITIONS

Customer has accepted this Philips Turnkey Construction Proposal in order to complete installation of Philips medical equipment it is purchasing ("Equipment") which requires physical modifications to Customer's facility, as stated in the above-described Project Description. Philips will act as general contractor for the Project.

Entire Agreement. The Philips Construction Services Quotation, Philips drawings and specifications, Statement of Work, including any architectural or engineering drawings and specifications if any, the Project Plan, which are attached hereto as Exhibit A and incorporated herein by this reference, and this Turnkey Construction Proposal, including these terms and conditions (the "Project Documents") constitute the entire agreement between the parties with respect to the goods and construction services described therein and supersede all prior or contemporaneous oral or written agreements (the "Agreement"). This Agreement may only be changed by written agreement signed by both parties. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard shall serve as references in interpreting the terms and conditions hereof. Any additional or different terms or conditions stated in any acknowledgement, purchase order, or other document issued by Customer in connection with this Agreement will have no effect and will not under any circumstances be binding on Philips unless specifically accepted in writing by an authorized representative of Philips.

Statement of Work. Philips shall provide the construction services described in the Construction Services Quotation and Statement of Work (the " Work"), including all architectural and engineering services (if applicable), labor, equipment, tools, materials, permits and insurance required for the execution and completion of the Work.

Project Plan. Philips understands that it will provide the Work also in accordance with an overall project plan to be developed between Philips, Customer and Philips' contractor ("Project Plan"). Customer agrees to meet with Philips and its representatives to mutually develop and agree to the Project Plan, prior to commencement of the Work.

Philips' Property. Philips' designs, drawings, tracings, reproductions and specifications shall remain Philips' property. While the Customer may retain a copy for record purposes, such property shall not be used by the Customer or others for other projects, for additions to this Project, or for completion of this Project by others.

Commencement of Work. Philips shall begin the Work upon receipt of this Agreement, signed by Customer, receipt of the down payment and any progress payments due from Customer, Philips management approval of credit and finance matters and any terms included in the Construction Agreement by Philips representatives, and receipt of any necessary permits, information or documents.

Substantial Completion. Philips will use its reasonable best efforts to achieve "Substantial Completion" of the Work by the estimated completion date as agreed by Philips and as identified above in this Agreement. Substantial Completion is defined as the date when the Work or a designated portion thereof is sufficiently complete, in accordance with the Construction Documents, for Customer to occupy the Work, or designated portion thereof, for the use for which it is constructed. Philips, and/or its subcontractors, shall have the right to post one or more signs of an appropriate size and decor identifying its presence at the job site, and any other signs or notices required by law.

Delays. If the Work is delayed by causes or conditions beyond Philips' reasonable control or the control of its agents, suppliers or subcontractors, or due to acts or omissions of Customer, the schedule for completion of its Work and any other terms affected will be adjusted accordingly by Philips. In the event that such causes or conditions make the performance of Philips' Work impossible or impracticable, Philips may terminate this contract without further liability.

Customer shall make available to Philips in a timely fashion any information, data or documents in its possession or to which it has reasonable access, including soil reports, which Philips may require to perform its Work. Philips shall be responsible for obtaining only such information, data or documents, which are specifically described in the Construction Documents.

Customer Representative. Customer shall designate and make available to Philips on a regular basis a representative who is fully familiar with the Work and who is authorized to act on Customer's behalf in connection with the Work, to approve changes to, and to inspect the Work.

Site Access. Customer shall provide Philips with direct access to the Work site, and prevent interference with Philips' operations by its employees, visitors, trade unions, patients, customers or clients, other contractors and others. Customer shall make available for the use and benefit of Philips, its subcontractors and vendors, any exemptions and certificates of exemption from sales, use or similar taxes, held by Customer, to the extent permitted by law.

Nothing herein shall create any contractual relationship between Customer and Philips' subcontractors. Any communications from Customer to subcontractors shall be addressed to Philips.

The services and information required by this Section shall be furnished with reasonable promptness at Customer's expense and Philips shall be entitled to rely upon the accuracy and completeness thereof.

Price. Customer shall pay Philips the Price as stated in the Construction Services Quotation which, except as otherwise stated, includes all applicable insurance, permits, freight, taxes, and miscellaneous expenses necessary to perform the Work. Any utility assessments or connection charges, taxes or fees, licenses or permits relating to the operation of the facility are to be paid by Customer in addition to the Price. The Price may be adjusted for changes or additional work agreed to by the parties in writing. The Price is based upon services performed during the normal working hours at the construction location. Should Customer direct or approve any work outside such hours, additional costs incurred shall be at Customer's expense, except for overtime required as a direct result of an error by Philips.

Payment Terms. Customer shall pay the Price upon receipt of invoice in accordance with the payment terms stated in the Construction Services Quotation. Customer shall pay interest on any delinquent unpaid balance computed from the date due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of this Agreement following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

Changes. Should Philips or Customer propose a change in the nature or scope of the Work, Philips shall submit to Customer a written description of the Work involved in the proposed change and the cost thereof. Should Customer direct Philips to proceed with the change, Philips shall prepare a written change order describing the change and the adjustment in the Price required thereby ("Change Order"). No change shall be effective unless and until it is embodied in a writing signed by the parties. In any emergency affecting the safety of persons or property, Philips may act, at its discretion, to prevent threatened damages, injury, or loss. Any increase in the Price or extension of time claimed due to emergency work shall be determined as provided in this Agreement. Customer shall promptly advise Philips in writing of any defects in material or workmanship, which are discoverable with reasonable diligence in the course of the Work.

Inspection. Philips shall notify Customer when its Work is Substantially Complete, whereupon the parties shall promptly inspect the Work together, and identify any defects, deficiencies or Work remaining. These items shall be listed in a Certificate of Substantial Completion signed by Customer and Philips, which shall identify the Date of Substantial Completion and a schedule for correcting or completing such identified items. Warranties hereunder shall take effect on the Date of Substantial Completion. Upon the correction or completion of such identified items, the Work shall be promptly re-inspected. When the Work is completed, Philips shall invoice for, and Customer shall make, the final payment.

Hazardous Materials. Customer represents and warrants to Philips that no asbestos or other hazardous materials (as defined in the Occupational Health and Safety Act of 1970 and regulations promulgated thereunder) are located within or adjacent to Philips' Work site, except as may have been disclosed to Philips in writing prior to the execution of this Agreement. In the event that such hazardous materials are found on or adjacent to the job site during the course of Philips' Work, Philips shall immediately stop all Work and notify Customer orally, with confirmation in writing. Removal of all such hazardous materials shall be the sole responsibility of Customer. Philips shall, at its option, treat the presence of such hazardous materials as grounds for either a termination of this Agreement, or as a suspension of the Work until such time as Customer certifies in writing to Philips and Philips confirms that all such hazardous materials have been removed. In the latter event, any appropriate adjustments to the schedule, Statement of Work, Price or other terms of this Agreement shall be made by Change Order. Philips shall notify Customer in writing

of its election to terminate or suspend the Work within ten (10) working days after its initial notice of the work stoppage.

Warranty. Philips warrants that the Work performed will be free from defects in material and workmanship and will substantially meet the construction specifications set forth in the Statement of Work as of the date of Acceptance. Philips further warrants that its Work will accommodate and be compatible with the installation and operation of the Equipment purchased by Customer. Philips shall repair or replace any defects in materials or workmanship which occur within one (1) year from the date of Acceptance, and any damage to other work caused by such defects, or resulting from Philips' repair of such defects or damage, at its own expense. Repaired or replaced Work shall carry the same warranties as original Work.

Third Party Warranties. Manufacturers' warranties on equipment and materials purchased and installed by Philips within its Statement of Work will be assigned by Philips to the Customer for its benefit upon receipt of final payment.

Warranty Exclusions. Warranty coverage does not include any defect which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, power fluctuation or failure, vandalism or any other damage caused by persons other than Philips employees, natural causes, failure or lack of humidity or temperature control,

Insurance. Philips will maintain the following insurance coverage during the Work, which shall constitute the limit of its liability: (a) Worker's Compensation coverage providing Statutory Benefits and Employer's Liability coverage in the amount of $100,000; (b) Comprehensive General Liability coverage in the amount of $1,000,000 combined single limit including the following coverage: (i) Products and Completed Operations, (ii) Property Damage Liability, (iii) Contractual Liability Coverage, and (iv) Blasting, Excavating and Grading (X, C, U) Endorsement; (c) Automobile Liability coverage in the amount of $1,000,000 combined single limit covering all owned, leased, or rented vehicles; and (d) Umbrella/Excess Liability coverage in the amount of $10,000,000.

Customer shall be responsible, at its option and expense, to purchase Customers & Contractors Protective Liability insurance or such insurance as will protect it against claims, which may arise from operations under this Agreement. Customer shall also obtain, at Customer's expense, Builder's Risk Insurance for the full value of the Work and materials incorporated in the facility, and in and about the premises, naming as Loss Payee both Philips and Customer, as their interests may appear. Should the facility or the Work or any portion of either be destroyed and not covered by such insurance, additional Work by Philips to repair or replace such items shall constitute a change as described herein.

Each party shall be responsible for any deductibles on policies obtained by it or on its behalf hereunder. If for any reason, such policy insurer cancels or fails to renew such policy, or reduces the amount of coverage under such policy, Philips shall immediately purchase a replacement policy containing the same terms as such policy effective from the effective date of cancellation or reduction in coverage.

The Price does not include the cost of a Performance Bond; if such a Bond is desired, Philips will furnish one at Customer's cost, upon prior written notification, value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

LIMITATION OF LIABILITY. The liability, if any, of Philips for damages, whether arising from breach of the terms in this Agreement, or otherwise with respect to the Work hereunder and the performance of this Agreement by either party, is limited to an amount not to exceed the total value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

DISCLAIMER. PHILIPS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR GOODWILL ARISING FROM ANY FAILURE OR MATTER ARISING UNDER THIS AGREEMENT.

Additionally, Philips shall have no liability for any claims or damages arising from or related to:

(1) pre-existing site conditions, construction or design;

(2) information, data or documents provided by Customer for use by Philips in connection herewith;

(3) work of third parties not under contract to Philips; and

(4) environmental pollution or exposure to hazardous materials except as directly and solely caused by Philips' Work hereunder.

Compliance with Laws. In performing the Work hereunder, Philips shall use commercially reasonable efforts to comply, and to require its subcontractors to comply, with all laws, ordinances, regulations and codes applicable to the Work, including applicable building codes and manufacturers' installation instructions.

Termination. Customer may terminate this Agreement for a material breach thereof by Philips, if Customer provides advance written notice of such breach to Philips and Philips is unable to cure such breach within thirty (30) days of its receipt of such notice. Customer may also terminate this Agreement for its convenience upon sixty (60) days prior written notice to Philips. In the event this Agreement is terminated for any reason, Customer shall pay Philips for all Work performed to the termination date, costs of canceling services, materials or equipment ordered, costs of materials not cancelable and other reasonable termination costs, along with reasonable overhead and profit on the Work not executed. Customer may, at its option and upon timely written notice of at least seven (7) days to Philips, and the subcontractors or vendors involved, assume all responsibility for any services, materials or equipment ordered, and such assumption shall constitute Customer's waiver of any and all claims against Philips.

Philips may cancel this Agreement and/or any related contract with Customer immediately and without notice in the event Customer terminates or breaches any contract with Philips or is placed into receivership, files a petition of bankruptcy, or enters into an arrangement or assignment in favor of its creditors.

Order of Precedence. The terms and conditions contained in any of the Attachments shall be effective in accordance with such terms and conditions and to the extent they do not conflict with the terms and conditions contained in the main body of this Agreement.

Notices. Notices or other communications shall be in writing, and shall be deemed served or given if delivered personally to the representative of the party who signed the Agreement, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth below:

If to Customer: (Name of Customer representative)
Address
Tel. No.
Fax No.

If to Philips: Turnkey Department
Philips Healthcare
Address
Tel. No.
Fax No.

Miscellaneous.

Governing Law. The terms of this Agreement shall be interpreted under the laws of the United States, and the state in which the Work is performed without regard to principles of choice of law.

Binding Agreement. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Assignment. Customer will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Philips.

Severability. The invalidity or unenforceability of any provision hereof will not effect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

Waiver. The failure of either party to require the performance of any obligation will not affect its right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default.

Force Majeure. Philips shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of Customer (or any of Customer's employees, agents, or representatives), acts of civil or military authorities, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, lack of storage or cryogens, water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Philips' control, and the time for performance of Philips' obligations hereunder shall be extended for the commercially reasonable period of time in the event of any delay or default for such causes.

Offset. Customer will not exercise any right of offset in connection with the related Equipment Quotation, or any other contract or account with Philips.

Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and together, one and the same agreement, which shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties.

April 9th, 2022

Cole Price
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Interventional And Angiography.

Dear Mr. Price:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Interventional And Angiography. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the Interventional And Angiography category. HealthTrust issued RFPs and received proposals from identified suppliers in the Interventional And Angiography category. Contracts were executed with Philips, Siemens, GE, Canon and Shimadzu in January of 2022. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

April 9th, 2022

Cole Price
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Medical Imaging Equipment - Ultrasound.

Dear Mr. Price:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Medical Imaging Equipment - Ultrasound. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the Medical Imaging Equipment - Ultrasound categories. HealthTrust issued RFPs and received proposals from identified suppliers in the Medical Imaging Equipment - Ultrasound category. Contracts were executed with Mindray, FujiFilm, BK Medical, Siemens, Canon, Konica, Philips and GE in June of 2021. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

April 9th, 2022

Cole Price
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Radiopharmaceuticals - Unit Dose.

Dear Mr. Price:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Radiopharmaceuticals - Unit Dose. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the Radiopharmaceuticals - Unit Dose categories. HealthTrust issued RFPs and received proposals from identified suppliers in the Radiopharmaceuticals - Unit Dose category. Contracts were executed with Cardinal Health and RLS USA in March of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

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
April 19, 2023

Agenda Item #
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