



## Audit and Finance Committee Meeting

Wednesday, August 24, 2022 2:00 pm

ProVidence Suite - Trauma Building 5th Floor

## **AGENDA**

**University Medical Center of Southern Nevada  
GOVERNING BOARD  
AUDIT & FINANCE COMMITTEE  
August 24, 2022 2:00 p.m.  
800 Hope Place, Las Vegas, Nevada  
UMC Trauma Building, ProVidence Suite (5<sup>th</sup> 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 July 20, 2022 *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

### **SECTION 2: BUSINESS ITEMS**

4. Receive the monthly financial report for July 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 an informational update regarding the impact online discount pharmacies could have on UMC; and direct staff accordingly. *(For possible action)*
7. Review and recommend for approval by the Governing Board the Purchase Agreement with Baxter Healthcare for IV Solutions and Tubing; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Services Agreement with Comprehensive Care Services, Inc. for Perfusion, related services and equipment; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Interlocal Agreement with Clark County for Ryan White (Part A); authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Second Amendment to License Agreement and Order #2 with Zynx Health Incorporated for clinical decision support solutions; authorize the Chief Executive Officer to exercise any extension options and execute future amendments, Orders and Statements of Work; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Governing Board the Master Services Agreement, Statement of Work, and Business Associate Agreement with Accuity Delivery Systems, LLC; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. *(For possible action)*

### **SECTION 3: EMERGING ISSUES**

12. 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**  
**July 20, 2022**

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UMC ProVidence Suite  
Trauma Building, 5<sup>th</sup> 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  
Jeff Ellis (via WebEx)  
Harry Hagerty (via WebEx)  
Christian Haase (via WebEx)  
Barbara Fraser (Ex-Officio) (via WebEx)

**Absent:**

Dr. Donald Mackay (Excused)  
Mary Lynn Palenik (Excused)

**Others Present:**

Tony Marinello, Chief Operating Officer  
Jennifer Wakem, Chief Financial Officer  
Doug Metzger, Controller  
Susan Pitz, General Counsel  
Emelia 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 June 22, 2022. (For possible action)**

**FINAL ACTION:**

A motion was made by Member Hagerty that the minutes be approved as presented. Motion carried by a majority 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 amended. Motion carried by unanimous vote.

**SECTION 2. BUSINESS ITEMS**

**ITEM NO. 4 Receive the monthly financial reports for June FY22; and direct staff accordingly. (*For possible action*)**

DOCUMENTS SUBMITTED:

- June FY22 Financials

DISCUSSION:

Jennifer Wakem, Chief Financial Officer, presented the financials for June, which is the last month of FY22.

The key indicators for June showed admissions were 1,827, which was 7.5% over budget. AADC continues to be high at 674. Average LOS was up over last month, 14% above budget. Hospital CMI dropped to 1.84 and Medicare CMI was 1.81.

Inpatient surgeries were strong, 12.5% above budget and outpatient surgeries were 10.5% above budget. There were 8 transplants. ER visits were 15.8% above budget.

Quick care locations were 32.5% above budget; Peccole, Summerlin and Centennial were the key locations.

Primary cares were up 26.5%; Peccole, Spring Valley and Nellis were the key drivers. Deliveries have bounced back with 113 for the month, up 4.63%.

Trended stats were compared to 2019 statistics and are consistent with what has been highlighted in previous months. There were 1,827 admissions for June, AADC was high and ALOS has been trending upward. The team has been working with the County to develop initiatives that could improve patient length of stay. The ED to observation rate was 12% and the ED to admission rate was 10%.

Payor mix trended showed inpatient was consistent with the 12-month average. Medicaid increased approximately 3%. ED payor mix showed Medicaid increased 2.44%.

Payor mix by surgical volumes showed Medicaid increased 3.19%, followed by Medicare at .46%. Outpatient surgeries showed Medicaid patient volumes at 35% and commercial followed at approximately 33%.

Two new slides were introduced to the committee which showed the quick and primary care payor mix grouped together and by location. In quick cares the number one payor is commercial at 46% and in primary care Medicare is at 44.3%, followed by commercial at 37.75%. She continued by showing the breakdown of payor mix by location. A conversation ensued regarding the drastic change in self-pay at quick care locations compared to June of 2021.

The summary income statement for June showed net patient revenue above budget \$9.3 million. Other revenue was below budget by \$2 million. Total net revenue was above budget \$7.3 million. Operating expenses were over budget \$3.2 million. Income from ops landed at earnings of \$2.6 million for the month, compared to a budgeted loss of \$1.5 million.

The year to date summary income statement showed net patient revenue was \$117.6 million above budget. Operating expenses were \$74.2 million above budget and total income from operations was positive for the month \$23.7 million on a budgeted loss of \$19.8 million. The summary income statement trended was provided as informational.

Salary, wages and benefits were over budget \$2.7 million. Paid FTEs were 93 over budget. SWB per FTE has come down over time. Ms. Wakem shared another new slide which showed the SWB trended.

All other expenses were over budget by approximately \$500K. Purchased services were \$2.4 million over budget due to various reasons. Inflation causing increase in food costs.

There was a brief review of the June key financial indicators. Net to Gross ratio in profitability was 18.7% and the operating margin was 4%. Paid FTEs was the red due to volumes. Ms. Wakem stated days' cash on hand has dropped to 94 days. Ms. Wakem added that we continue to have outstanding federal supplemental payments. Candidate for billing is at 2.7 days. Cash collections are in the green.

Next, the capital plan for FY22 and a slide introducing the cash collection trend was reviewed.

Lastly, the cash flow statement and balance sheet highlights were shown. DSH payments in the amount of \$50 million were received during the month.

Chair Caspersen asked Ms. Wakem to explain period 13 and what adjustments could be expected as the books are closed for the year. An update will be provided to the committee once period 13 is closed.

FINAL ACTION TAKEN:  
None

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

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Ms. Wakem stated that the auditors have begun auditing financials for FY22 and she will keep the committee updated.

There was a brief discussion regarding hospital price transparency and data that is made available to the public.

FINAL ACTION TAKEN:

None

- ITEM NO. 6** Review and recommend for approval by the Governing Board the Agreement with Carl Zeiss Meditec USA, Inc. for the purchase of a KINEVO 900 Neuro Microscope System and Service Plan; authorize the Chief Executive Officer to execute future extensions/renewals of the service plan; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Quotation 00167552
- Quotation 00165778
- Disclosure of Ownership

DISCUSSION:

This is a capital purchase request to purchase a Neuro microscope system for UMC's Neuro service line enhancement project and is in accordance with our GPO pricing.

FINAL ACTION TAKEN:

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

- ITEM NO. 7** Review and recommend for approval by the Governing Board the Standardization Incentive Program – Group Acknowledgement Form with Network Services Company for janitorial/sanitation supplies and exercise any extension/renewal options; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- HPG-SIP Group Acknowledgement Form
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This is an agreement committing UMC to purchase 90% of its requirements for covered products during any 12-month period for janitorial and sanitation supplies for the hospital and outside clinics. This commitment will allow UMC

to receive favorable HPG pricing. This is a 5-year agreement with a 30-day out.

FINAL ACTION TAKEN:

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

**ITEM NO. 8 Review and recommend for approval by the Governing Board the purchase Agreement with McKesson Corporation for non-specialty pharmaceuticals; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Master Distribution Agreement
- Customer Application
- Disclosure of Ownership

DISCUSSION:

This agreement will allow the UMC pharmacy to make direct purchases for non-specialty 340-B and wholesale acquisition cost drugs and have them shipped to contract pharmacies directly. There is no minimum purchase commitment and purchases will be on an as needed basis. This is a 5-year agreement.

FINAL ACTION TAKEN:

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

**ITEM NO. 9 Review and recommend for approval by the Governing Board the Supply Agreement with McKesson Plasma and Biologics, LLC and exercise any extension options; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Supplier Agreement
- Disclosure of Ownership

DISCUSSION:

This is a supply agreement allowing the UMC pharmacy to purchase plasma and biologics used in transplant surgeries. This is a 5-year agreement and there is no minimum purchase commitment. Orders are placed as needed.

FINAL ACTION TAKEN:



A motion was made by Member Hagerty 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 Agreement, and exercise any extension options with Werfen USA, LLC for hematology analyzers, software, warranty, and consumables; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Capital Purchase Proposal
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This agreement will allow an instrument purchase for the lab to perform rapid critical laboratory testing in-house as opposed to using an outside testing facility. This will save UMC's patients time and money. This is a 5-year agreement and is pursuant to HPG pricing.

FINAL ACTION TAKEN:

A motion was made by Member Haase 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 Agreement with Honeywell International to replace Fire Alarm Panels and complete Alarm Synchronization; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Scope of Work Overview
- Disclosure of Ownership

DISCUSSION:

This is a capital project to replace end of life fire alarm panels throughout the hospital, as the replacement parts are no longer available. The Las Vegas Fire Department has mandated that UMC complete the strobe synchronization effort in conjunction with the Fire Alarm Control Panel replacements, therefore the Agreement includes the synchronization of fire Strobe alarms as required and in compliance with the ADA.

FINAL ACTION TAKEN:

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

**ITEM NO. 12 Review and recommend for approval by the Governing Board the Amendment Two to Master Agreement with Kinect Energy, Inc. for Energy Management Services; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Amendment Two
- Disclosure of Ownership

DISCUSSION:

This amendment will extend the agreement for one year and apply additional funds. UMC receives consolidated invoices to help streamline the natural gas purchasing and procurement process.

FINAL ACTION TAKEN:

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

**ITEM NO. 13 Review and recommend for approval by the Governing Board the Agreement with Norman S. Wright of Southern Nevada for replacement of chiller towers and supporting equipment; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Quotation
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This request is for the capital purchase of chiller towers and supporting equipment. This will ensure that UMC maintains appropriate HVAC functions for cooling and heating. It is a one-time purchase of this equipment using HPG purchasing requirements.

FINAL ACTION TAKEN:

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

**ITEM NO. 14 Review and recommend for approval by the Governing Board Change Order #001 to the Award of Bid No. 2020-07, Pharmacy Clean Room Design and Build Project, to Martin Harris Construction, LLC; authorize the Chief Executive Officer to execute future change orders; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Change Order
- Disclosure of Ownership

**DISCUSSION:**

This bid project was awarded in 2020, but was put on hold due to address change in requirements and regulations regarding clean rooms. The project is now being restarted and this change order request is for additional funding due to market changes and increases in construction costs, as well as changes in project design. This is a capital project.

**FINAL ACTION TAKEN:**

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

**ITEM NO. 15 Discuss CEO FY22 Annual Incentive Compensation Performance Standards as it relates to the subject matter relevant to the Audit and finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee take action as deemed appropriate. (For possible action)**

**DOCUMENTS SUBMITTED:**

- CEO Performance Objectives – FY22

**DISCUSSION:**

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

This goal was achieved. Ms. Wakem briefly reviewed the positive income from ops, which exceeded the budgeted losses for the year.

**2. Actual SWB per Adjusted Patient Day is less than \$2,267 or Actual SWB as a percentage of net patient revenue is less than 63.23%.**

This goal was met. Ms. Wakem stated that the SWB/APD was \$200 per day better than goal. SWB as a percent of net patient revenue came in at 62.76%, which was .46% below goal.

There was continued discussion regarding the challenges that the team was able to manage and overcome for the year.

Member Hagerty applauds the achievements financially and operationally, but cautioned the team to manage SWB moving forward or it will overwhelm us.

Member Ellis stated that 100% award is reasonable. The Committee members agree.

FINAL ACTION TAKEN:

A motion was made by Member Hagerty to make a recommendation to the Human Resources and Executive Compensation Committee to award 100% achievement of the Audit and Finance Committee CEO Performance goal and objectives. Motion carried by unanimous vote.

**ITEM NO. 16 Discuss and establish annual CEO Performance Goals and Objectives for FY2023; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- CEO Performance Objectives FY23

DISCUSSION:

The team has developed 5 proposed goals to present to the Committee for consideration as fiscal year 2023 goals. Ms. Wakem reviewed the following proposed goals:

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

Ms. Wakem explained the importance of this goal to the Committee. This is a very aggressive goal, given the potential upcoming challenges expected in the new year.

Member Ellis stated that he is not opposed to this goal, but the Committee would also like to see goals that are more operationally driven. There was continued discussion regarding the impact COVID had on the budget in the past.

**2. Actual SWB per Adjusted Patient Day is less than \$2,156 or Adjusted EPOB less than 5.95.**

This goal was calculated by averaging the actuals vs. the budgeted amount for FY23. The formula used in creating this goal was explained to the Committee. There was lengthy discussion regarding how this goal will be managed and whether this is a something that could be monitored and tracked, but not established as a goal.

**3. ALOS less than or equal to 5.77.**

The Committee would like to see the goal as an improvement over prior year, rather than hitting a definite number.

Member Hagerty added that the committee would like the management team to focus on utilizing labor more effectively to reduce length of stay.

Chair Caspersen added that the length of stay should be an improvement year over year based on the target goal of 5.77.

**4. Increase average monthly cash collections by 5%.**

The Committee feels that this goal should be taken out.

**5. Allocate all of FY23 Capital money by end of (month) and spend x% or x% PO created of the \$31M by end of fiscal year.**

The Committee discussed the challenges of spending capital dollars for FY 20, 21 and 22. Management needs to work on streamlining the process. The Committee would like to see all capital for FY20, 21 and 22 to be in service year FY23.

The team asked for clarification, as certain projects, like construction projects, must be paid over time. There was continued discussion regarding how the project reimbursement is received from the county and how the funds are applied, as well as focusing on the original timeline to keep the project completion on track.

Member Hagerty wants to see capital spending on time and on budget for FY23 and change behaviors.

The following 4 goals were established as the final goals for FY23;

- 1. Exceed fiscal year budgeted income from operations after 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, and FY22.**

**FINAL ACTION TAKEN:**

A motion was made by Chair Caspersen to recommend the Audit and Finance Committee FY23 CEO Performance Goals to the Human Resources and Executive Compensation Committee. Motion carried by unanimous vote.

**SECTION 3: EMERGING ISSUES**

**ITEM NO. 17 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)**

1. Impact of an online drug company on UMC

**COMMENTS BY THE GENERAL PUBLIC:**

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.

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:48 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

DRAFT

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
August 24, 2022

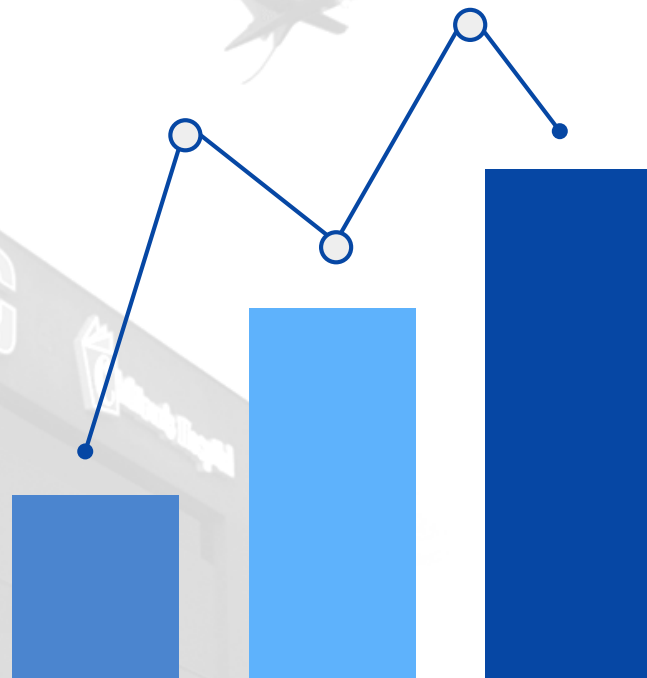
Agenda Item #

**4**



# July 2022 Financials

AFC Meeting





# KEY INDICATORS - JUL



Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,535	18,657	10.07%	18,675	1,859	9.96%
Total Admissions	1,892	2,010	(5.86%)	1,917	(25)	(1.30%)
Observation Cases	901	1,201	(24.98%)	1,201	(300)	(24.98%)
AADC	662	602	10.07%	602	60	9.96%
ALOS (Admits)	6.54	5.98	9.39%	6.49	0.05	0.77%
ALOS (Obs)	1.19	1.42	(15.94%)	1.42	(0.23)	(15.94%)
Hospital CMI	1.83	1.97	(6.83%)	1.91	(0.08)	(4.04%)
Medicare CMI	2.00	2.00	(0.16%)	1.94	0.06	2.84%
IP Surgery Cases	869	931	(6.63%)	891	(22)	(2.47%)
OP Surgery Cases	433	526	(17.68%)	500	(67)	(13.40%)
Transplants	16	9	77.78%	9	7	77.78%
Total ER Visits	8,994	9,854	(8.73%)	9,920	(926)	(9.33%)
ED to Admission	11.34%	-	-	8.00%	3.34%	-
ED to Observation	11.52%	-	-	12.64%	(1.12%)	-
ED to Adm/Obs	22.86%	-	-	20.65%	2.21%	-
Quick Cares	14,601	15,773	(7.43%)	14,202	399	2.81%
Primary Care	5,724	5,481	4.43%	5,464	260	4.76%
Deliveries	121	133	(8.93%)	129	(8)	(6.20%)

# TRENDING STATS



	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	Jul- 19	Var
APDs	18,675	20,917	18,473	18,810	19,440	20,466	20,361	18,711	20,666	19,556	20,454	20,212	20,535	15,832	4,703
Total Admissions	1,917	1,904	1,751	1,803	1,832	1,821	1,827	1,608	1,791	1,850	1,927	1,827	1,892	1,884	8
Observation Cases	1,201	1,004	1,173	1,091	1,123	1,070	1,097	1,007	1,234	904	937	978	901	1,462	(561)
AADC	602	675	616	607	648	660	657	668	667	652	660	674	662	511	151
ALOS (Adm)	6.49	6.70	6.72	6.65	6.25	7.69	7.47	8.15	7.33	7.17	6.25	7.08	6.54	5.63	0.91
ALOS (Obs)	1.42	1.51	1.35	1.52	1.43	1.46	1.42	1.42	1.51	1.29	1.02	1.06	1.19	1.44	(0.25)
Hospital CMI	1.91	1.87	2.02	1.93	1.92	2.03	2.07	2.03	1.97	1.87	1.89	1.84	1.83	1.78	0.05
Medicare CMI	1.94	2.04	2.05	1.95	2.16	1.79	2.20	2.07	2.01	2.08	1.99	1.81	2.00	2.10	(0.11)
IP Surgery Cases	891	761	725	831	828	723	754	738	913	777	844	788	869	803	66
OP Surgery Cases	500	546	587	516	472	469	171	468	621	448	495	523	433	559	(126)
Transplants	9	12	13	12	11	9	12	10	15	13	14	8	16	5	11
Total ER Visits	9,920	9,624	9,002	9,007	8,793	9,226	8,706	7,936	9,764	9,432	9,898	9,091	8,994	9,782	(788)
ED to Admission	8.00%	8.59%	7.81%	7.36%	7.68%	7.09%	7.37%	8.43%	7.88%	10.61%	10.03%	9.94%	11.34%	6.64%	4.70%
ED to Observation	12.64%	10.71%	11.28%	11.66%	12.29%	11.44%	12.86%	12.55%	13.61%	10.28%	10.65%	12.00%	11.52%	15.00%	(3.48%)
ED to Adm/Obs	20.65%	19.31%	19.08%	19.02%	19.97%	18.52%	20.24%	20.98%	21.49%	20.90%	20.68%	21.94%	22.86%	21.64%	1.22%
Quick Care	14,202	17,472	15,543	15,210	15,073	17,802	19,473	12,345	16,330	16,025	17,060	15,800	14,601	13,194	1,407
Primary Care	5,464	5,253	5,240	5,220	5,294	5,093	4,831	5,454	6,935	5,888	5,795	5,841	5,724	5,532	192
Deliveries	129	131	114	123	123	117	104	99	104	108	94	113	121	174	

# Payor Mix Trend



## IP- Payor Mix 12 Mo Jul- 22

Fin Class	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	12-Mo Avg	Jul to Avg Var
Commercial	17.66%	19.53%	18.71%	19.24%	17.70%	17.31%	16.34%	16.83%	16.34%	18.01%	17.55%	17.37%	17.08%	17.72%	(0.64%)
Government	4.57%	4.58%	4.62%	3.97%	3.95%	4.13%	3.29%	4.19%	4.37%	4.37%	5.30%	3.81%	5.19%	4.26%	0.93%
Medicaid	42.25%	42.57%	41.97%	40.98%	40.79%	42.19%	42.56%	44.01%	41.96%	43.39%	43.95%	45.57%	44.53%	42.68%	1.85%
Medicare	29.07%	27.81%	28.77%	29.07%	31.37%	29.91%	31.75%	29.46%	31.40%	30.06%	28.65%	28.56%	27.61%	29.66%	(2.05%)
Self Pay	6.45%	5.51%	5.93%	6.74%	6.19%	6.46%	6.06%	5.51%	5.93%	4.17%	4.55%	4.69%	5.59%	5.68%	(0.09%)

## ED- Payor Mix 12 Mo Jul- 22

Fin Class	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	12-Mo Avg	Jul to Avg Var
Commercial	18.42%	18.01%	19.03%	19.92%	20.57%	19.69%	19.47%	19.39%	19.15%	17.69%	17.47%	17.86%	17.90%	18.89%	(0.99%)
Government	3.44%	4.15%	4.61%	3.82%	4.21%	3.74%	3.81%	4.95%	4.09%	3.93%	4.09%	4.41%	4.12%	4.10%	0.02%
Medicaid	50.11%	51.80%	51.81%	50.22%	49.16%	50.65%	48.98%	47.45%	49.49%	53.23%	53.94%	52.92%	53.12%	50.81%	2.31%
Medicare	13.44%	12.80%	12.27%	13.25%	12.45%	12.74%	14.35%	15.67%	14.49%	13.33%	12.88%	13.07%	13.82%	13.39%	0.43%
Self Pay	14.59%	13.24%	12.28%	12.79%	13.61%	13.18%	13.39%	12.54%	12.78%	11.82%	11.62%	11.74%	11.04%	12.80%	(1.76%)

# Payor Mix Trend



## Surg IP- Payor Mix 12 Mo Jul- 22

Surg IP	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	12-Mo Avg	Jul to Avg Var
Commercial	20.52%	21.96%	21.79%	24.85%	24.04%	21.96%	19.55%	18.24%	19.41%	23.81%	20.73%	18.53%	21.03%	21.28%	(0.25%)
Government	6.39%	6.01%	6.34%	6.48%	7.00%	6.91%	4.76%	5.95%	6.51%	4.38%	8.41%	5.20%	7.13%	6.20%	0.93%
Medicaid	39.13%	41.05%	38.08%	36.25%	33.45%	34.67%	40.42%	40.41%	36.98%	34.74%	34.24%	40.36%	37.47%	37.48%	(0.01%)
Medicare	30.38%	27.19%	29.79%	27.97%	30.56%	32.18%	29.72%	29.32%	32.54%	32.82%	31.04%	31.09%	27.24%	30.38%	(3.14%)
Self Pay	3.58%	3.79%	4.00%	4.45%	4.95%	4.28%	5.55%	6.08%	4.56%	4.25%	5.58%	4.82%	7.13%	4.66%	2.47%

## Surg OP- Payor Mix 12 Mo Jul- 22

Surg OP	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	12-Mo Avg	Jul to Avg Var
Commercial	34.13%	33.51%	30.49%	31.91%	32.63%	32.84%	26.74%	29.51%	30.50%	33.26%	31.52%	32.89%	34.10%	31.66%	2.44%
Government	4.19%	6.52%	4.60%	6.58%	4.87%	5.12%	8.72%	5.94%	6.42%	6.03%	6.87%	8.80%	6.22%	6.22%	(0.00%)
Medicaid	38.92%	35.69%	41.23%	37.52%	34.95%	36.88%	41.28%	42.04%	39.97%	37.72%	37.57%	34.98%	40.79%	38.23%	2.56%
Medicare	20.16%	21.74%	19.93%	19.73%	23.52%	20.90%	16.28%	19.75%	20.70%	20.98%	21.62%	21.99%	16.36%	20.61%	(4.25%)
Self Pay	2.60%	2.54%	3.75%	4.26%	4.03%	4.26%	6.98%	2.76%	2.41%	2.01%	2.42%	1.34%	2.53%	3.28%	(0.75%)

# SUMMARY INCOME STATEMENT - JUL



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$356,194,956	\$348,135,022	\$8,059,933	2.32%	↑
Net Patient Revenue	\$64,441,613	\$65,432,422	(\$990,809)	(1.51%)	↓
Other Revenue	\$2,516,293	\$2,505,417	\$10,876	0.43%	↑
<b>Total Operating Revenue</b>	<b>\$66,957,905</b>	<b>\$67,937,839</b>	<b>(\$979,933)</b>	<b>(1.44%)</b>	<b>↓</b>
Net Patient Revenue as a % of Gross	18.09%	18.80%	(0.70%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$67,800,167</b>	<b>\$67,333,322</b>	<b>(\$466,845)</b>	<b>(0.69%)</b>	<b>↓</b>
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$842,262)</b>	<b>\$604,516</b>	<b>(\$1,446,778)</b>	<b>(239.33%)</b>	<b>↓</b>
Add back: Depr & Amort.	\$2,780,740	\$2,868,341	\$87,602	3.05%	↑
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$1,938,477</b>	<b>\$3,472,857</b>	<b>(\$1,534,380)</b>	<b>(44.18%)</b>	<b>↓</b>
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>2.90%</b>	<b>5.11%</b>	<b>(2.22%)</b>	<b>-</b>	

# SUMMARY INCOME STATEMENT – TREND



REVENUE	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	12-Mo Avg	Jul to Avg Var
Total Gross Patient Revenue	\$341,236	\$355,502	\$331,676	\$341,588	\$352,326	\$341,043	\$338,582	\$313,977	\$368,803	\$337,185	\$345,132	\$338,423	\$356,195	\$342,123	\$14,072
Net Patient Revenue	\$63,274	\$65,878	\$64,192	\$64,019	\$64,795	\$67,093	\$68,035	\$64,571	\$64,547	\$64,298	\$66,093	\$63,125	\$64,442	\$64,993	(\$552)
Other Revenue	\$2,672	\$3,327	\$2,612	\$1,557	\$3,229	\$2,573	\$3,468	\$4,742	\$4,836	\$2,527	\$1,321	\$2,805	\$2,516	\$2,972	(\$456)
<b>Total Operating Revenue</b>	<b>\$65,946</b>	<b>\$69,205</b>	<b>\$66,804</b>	<b>\$65,576</b>	<b>\$68,024</b>	<b>\$69,666</b>	<b>\$71,503</b>	<b>\$69,313</b>	<b>\$69,384</b>	<b>\$66,826</b>	<b>\$67,414</b>	<b>\$65,930</b>	<b>\$66,958</b>	<b>\$67,966</b>	<b>(\$1,008)</b>
Net Patient Revenue as a % of Gross	18.54%	18.53%	19.35%	18.74%	18.39%	19.67%	20.09%	20.57%	17.50%	19.07%	19.15%	18.65%	18.09%	19.02%	-0.93%
EXPENSE	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	12-Mo Avg	Jul to Avg Var
Salaries, Wages and Benefits	\$39,982	\$39,519	\$40,223	\$41,365	\$40,360	\$41,105	\$45,054	\$43,368	\$39,398	\$40,875	\$39,809	\$36,995	\$41,229	\$40,671	\$557
Supplies	\$13,170	\$12,985	\$12,164	\$10,783	\$11,162	\$11,479	\$10,880	\$14,728	\$14,622	\$11,243	\$11,844	\$9,479	\$11,288	\$12,045	(\$757)
Other	\$14,386	\$14,535	\$14,685	\$13,776	\$15,439	\$15,617	\$14,791	\$15,197	\$16,469	\$15,816	\$16,251	\$17,617	\$15,284	\$15,382	(\$98)
<b>Total Operating Expense</b>	<b>\$67,538</b>	<b>\$67,039</b>	<b>\$67,072</b>	<b>\$65,925</b>	<b>\$66,961</b>	<b>\$68,201</b>	<b>\$70,725</b>	<b>\$73,294</b>	<b>\$70,490</b>	<b>\$67,934</b>	<b>\$67,905</b>	<b>\$64,091</b>	<b>\$67,800</b>	<b>\$68,098</b>	<b>(\$298)</b>
INCOME FROM OPS	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	12-Mo Avg	Jul to Avg Var
<b>Total Inc from Ops</b>	<b>(\$1,591)</b>	<b>\$2,165</b>	<b>(\$269)</b>	<b>(\$349)</b>	<b>\$1,063</b>	<b>\$1,464</b>	<b>\$778</b>	<b>(\$3,980)</b>	<b>(\$1,106)</b>	<b>(\$1,108)</b>	<b>(\$491)</b>	<b>\$1,839</b>	<b>(\$842)</b>	<b>(\$132)</b>	<b>(\$710)</b>
Add back: Depr & Amort.	\$2,077	\$2,100	\$2,094	\$2,186	\$2,158	\$2,157	\$2,119	\$2,141	\$2,714	\$2,545	\$2,245	\$2,219	\$2,781	\$2,230	\$551
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$486</b>	<b>\$4,265</b>	<b>\$1,825</b>	<b>\$1,836</b>	<b>\$3,221</b>	<b>\$3,621</b>	<b>\$2,897</b>	<b>(\$1,840)</b>	<b>\$1,608</b>	<b>\$1,437</b>	<b>\$1,754</b>	<b>\$4,057</b>	<b>\$1,938</b>	<b>\$2,097</b>	<b>(\$159)</b>
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>0.74%</b>	<b>6.16%</b>	<b>2.73%</b>	<b>2.80%</b>	<b>4.74%</b>	<b>5.20%</b>	<b>4.05%</b>	<b>(2.65%)</b>	<b>2.32%</b>	<b>2.15%</b>	<b>2.60%</b>	<b>6.15%</b>	<b>2.90%</b>	<b>3.09%</b>	<b>(0.19%)</b>

# SALARY & BENEFIT EXPENSE - JUL



	Actual	Budget	Variance	% Variance	
Salaries	\$26,229,779	\$24,393,046	(\$1,836,733)	(7.53%)	↓
Benefits	\$12,907,754	\$12,438,087	(\$469,667)	(3.78%)	↓
Overtime	\$1,282,951	\$1,571,621	\$288,670	18.37%	↑
Contract Labor	\$808,027	\$847,614	\$39,586	4.67%	↑
<b>TOTAL</b>	<b>\$41,228,511</b>	<b>\$39,250,367</b>	<b>(\$1,978,144)</b>	<b>(5.04%)</b>	<b>↓</b>
Paid FTEs	3,488	3,506	17	0.50%	↑
SWB per FTE	\$11,819	\$11,196	(\$623)	(5.56%)	↓
SWB/APD	\$2,008	\$2,156	\$148	6.88%	↑
SWB % of Net	63.98%	59.99%	-	(3.99%)	↓
AEPOB	5.27	5.95	0.68	68.41%	↑

# SALARY & BENEFIT EXPENSE - TREND



SALARY & BENEFIT EXPENSE	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Jan- 22	Feb- 22	Mar- 22	Apr- 22	May- 22	Jun- 22	Jul- 22	12-Mo Avg	Jul to Avg Var
Salaries	\$24,189	\$23,908	\$25,073	\$26,664	\$24,907	\$25,590	\$27,177	\$27,808	\$24,801	\$25,957	\$25,994	\$23,562	\$26,230	\$25,469	(\$761)
Benefits	\$11,569	\$11,438	\$11,138	\$11,139	\$10,877	\$10,965	\$12,329	\$10,720	\$11,433	\$11,568	\$11,274	\$11,124	\$12,908	\$11,298	(\$1,610)
Overtime	\$2,238	\$2,323	\$1,719	\$1,871	\$2,002	\$1,747	\$2,592	\$1,881	\$836	\$1,405	\$1,216	\$1,183	\$1,283	\$1,751	\$468
Contract Labor	\$1,986	\$1,849	\$2,294	\$1,692	\$2,575	\$2,804	\$2,957	\$2,959	\$2,328	\$1,944	\$1,325	\$1,126	\$808	\$2,153	\$1,345
TOTAL	\$39,982	\$39,519	\$40,223	\$41,365	\$40,360	\$41,105	\$45,054	\$43,368	\$39,398	\$40,875	\$39,809	\$36,995	\$41,229	\$40,671	(\$557)
Paid FTE	3,507	3,476	3,470	3,469	3,504	3,360	3,503	3,628	3,473	3,478	3,459	3,460	3,488	3,482	(6)
SWB per FTE	\$11,399	\$11,369	\$11,590	\$11,925	\$11,517	\$12,235	\$12,863	\$11,953	\$11,343	\$11,753	\$11,507	\$10,692	\$11,819	\$11,679	(\$141)
SWB/APD	2,141	1,889	2,177	2,199	2,076	2,008	2,213	2,318	1,906	2,090	1,946	1,830	2,008	2,066	58
SWB % of Net	63.19%	59.99%	62.66%	64.61%	62.29%	61.27%	66.22%	67.16%	61.04%	63.57%	60.23%	58.60%	63.98%	62.57%	-1.41%
OT % of Productive	7.45%	7.42%	5.93%	6.14%	6.70%	5.92%	7.34%	5.73%	4.03%	4.41%	4.10%	4.30%	4.29%	5.79%	1.50%
AEPOB	5.78	5.16	5.64	5.71	5.41	5.22	5.40	5.40	5.21	5.34	5.25	5.14	5.27	5.39	0.12

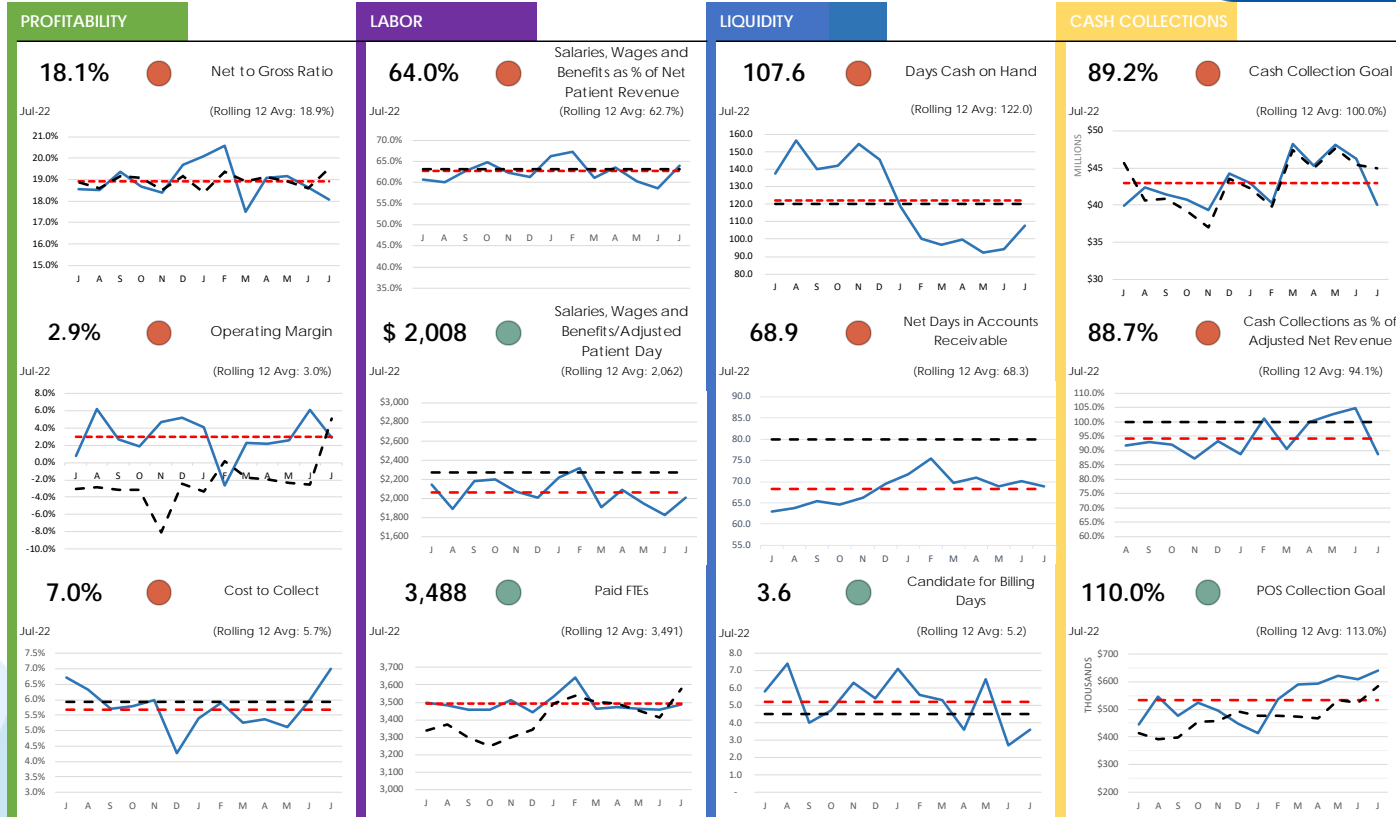


# EXPENSES - JUL



	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,704,575	\$3,785,506	\$80,931	2.14%	↑
Supplies	\$11,287,656	\$12,152,796	\$865,140	7.12%	↑
Purchased Services	\$5,967,871	\$6,166,365	\$198,494	3.22%	↑
Depreciation	\$2,222,846	\$2,262,917	\$40,071	1.77%	↑
Amortization	\$557,894	\$605,424	\$47,530	7.85%	↑
Repairs & Maintenance	\$669,454	\$914,375	\$244,922	26.79%	↑
Utilities	\$648,792	\$525,945	(\$122,848)	(23.36%)	↓
Other Expenses	\$1,379,914	\$1,478,636	\$98,722	6.68%	↑
Rental/Leases	\$132,655	\$190,992	\$58,337	30.54%	↑
<b>Total Other Expenses</b>	<b>\$26,571,656</b>	<b>\$28,082,955</b>	<b>\$1,511,299</b>	<b>5.38%</b>	↑

# KEY FINANCIAL INDICATORS - JUL



Actual  
Rolling Average  
Target

# CAPITAL PLAN – FY23



Total FY23 Capital Funds: \$31M

Category	Growth or Maint.	Item/ Group	Project Cost
[-] Service Line Enhancement	[-] Maintenance	Items <\$500k each	\$60,682
	[-] Process Improvement	Items <\$500k each	\$604,914
Service Line Enhancement Total			\$665,596
[-] End of Life Equipment	[-] Maintenance	Honeywell Campus Fire Panel Replacement	\$4,062,469
		Items <\$500k each	\$392,593
	[-] Process Improvement	Imaging Project for Trauma, CT Scan, IR, X-Ray	\$7,349,731
		Items <\$500k each	\$40,000
End of Life Equipment Total			\$11,844,794
[-] Master Plan	[-] Maintenance	Items <\$500k each	\$8,523
Master Plan Total			\$8,523
Grand Total			\$12,518,912

# FY23 CASH FLOW



	July 2022	June 2022	May 2022	YTD of FY2023
<b>Operating Activities</b>				
Cash received from patients and payors	44,329,726	98,042,951	48,516,462	44,329,726
Cash paid to vendors	(26,510,178)	(31,117,204)	(28,796,329)	(26,510,178)
Cash paid to employees	(50,153,757)	(35,413,873)	(34,869,043)	(50,153,757)
Other operating receipts/(disbursements)	4,159,255	3,015,944	2,496,049	4,159,255
Net cash provided by/(used in) operations	(28,174,954)	34,527,817	(12,652,861)	(28,174,954)
<b>Investing Activities</b>				
Purchase of property and equipment, net	(2,351,038)	(1,402,073)	(641,394)	(2,351,038)
Interest received	10,144,636	(9,539,644)	260,426	10,144,636
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	(7,402,146)	(25,368,785)	(2,139,299)	(7,402,146)
Net cash provided by/(used in) investing activities	391,452	(36,310,502)	(2,520,267)	391,452
<b>Financing Activities</b>				
From/(to) Clark County	-	31,000,000	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	-	-
Other	-	32,000	-	-
Net cash provided by/(used in) financing activities	-	31,032,000	-	-
Increase/(decrease) in cash	(27,783,502)	29,249,315	(15,173,129)	(27,783,502)
Cash beginning of period	82,192,624	52,943,309	68,116,437	82,192,624
Cash end of period	54,409,122	82,192,624	52,943,309	54,409,122
Unrestricted cash	54,409,122	82,192,624	52,943,309	54,409,122
Cash restricted by donor	4,522,421	4,485,952	4,946,242	4,522,421
Internally designated cash	183,158,064	175,755,918	150,387,133	183,158,064

# FY23 BALANCE SHEET HIGHLIGHTS



	Jul 2022	Jun 2022	May 2022
<b>CASH</b>			
Unrestricted	\$ 54.4	\$ 82.2	\$ 52.9
Restricted by donor	4.5	4.5	5.0
Internally designated	183.2	175.8	150.4
	<u>\$ 242.1</u>	<u>\$ 262.4</u>	<u>\$ 208.3</u>
<b>NET WORKING CAPITAL</b>	\$ 192.3	\$ 191.3	\$ 195.5
<b>NET PP&amp;E</b>	\$ 196.9	\$ 196.9	\$ 197.4
<b>LONG-TERM DEBT</b>	\$ 6.6	\$ 6.6	\$ 6.6
<b>NET PENSION LIABILITY</b>	\$ 510.3	\$ 510.3	\$ 510.3
<b>NET POSITION</b>	\$ (278.3)	\$ (287.1)	\$ (305.8)

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
August 24, 2022

Agenda Item #

**5**

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

<b>Issue:</b> <b>Online Pharmacy Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee receive an informational update regarding the impact online discount pharmacies could have on UMC; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Committee will receive an informational update on the effect online discount pharmacies could have on hospital operations.

Cleared for Agenda  
August 24, 2022

Agenda Item #

**6**

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
7	NRS 450.525 NRS 450.530	Yes	Baxter Healthcare Corporation	New Contract	N/A	5 Years	In accordance with HPG's Order Cancellation/Return Goods Policy	\$9,979,531	None	N/A	Central Supply	This request is for approval of a new Purchaser Agreement with Baxter that will allow UMC to continue purchasing necessary IV solutions and sets.
8	NRS 332.115(1)(b)	Yes	Comprehensive Care Services	New Contract	N/A	3 Years	90 days w/o cause	\$10,500,000	None	N/A	OR	This request is to enter into a new Services Agreement for perfusion and related services.
10	NRS 332.115.1(h)	No	Zynx Health Incorporated	Amendment 2 & Order #2	No	3 Years	In accordance with each Order termination provision	Base Agreement & Order #1 \$379,925 Amendment 1 \$0 Amendment 2 & Order #2 \$619,741.12 Cumulative Total Estimated \$999,666.12	Maintenance and Support included in pricing	Amendment 2 Savings \$17,768.81	IT	<ul style="list-style-type: none"><li>• Amendment 2 – extend Order #1 for 3 years through October 29, 2025.</li><li>• Order #2 – subscribe to the Knowledge Analyzer and ZynxEvidence. Term is from October 30, 2022 through October 29, 2025.</li></ul>
11	NRS 332.115.1(b)	No	Accuity Delivery Systems	New Contracts MSA, SOW, BAA	N/A	3 Years	90 days w/o cause prior to the expiration of the Initial Term	\$2,174,823	None	N/A	HIM	This request is for approval of a Master Services Agreement, Statement of Work, and Business Associate Agreement for services in the form of medical record review upon completion of the patient encounter prior to UMC billing the appropriate



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
9	N/A	N/A	Clark County	Interlocal Agreement (RW)	No	5 Months w/ 2 one-year option(s)	90-day written notice w/o cause	Funding can change annually based on the award amount from HRSA, client need, agency performance and Planning Council priorities	Wellness Center	This request is for approval of a Interlocal Agreement for Ryan White, Part A grant funding. The Agreement supports the National HIV/AIDS Strategy (NHAS) goals of: 1) Reducing New HIV Infections; 2) Increasing Access to Care and Improving Health Outcomes for People Living with HIV; and 3) Reducing HIV-Related Disparities and Health Outcomes.

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

<b>Issue:</b>	<b>Purchaser Agreement with Baxter Healthcare Corporation</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Purchase Agreement with Baxter Healthcare for IV Solutions and Tubing; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000705000	Funded Pgm/Grant: N/A
Description: Purchaser Agreement	
CBE: NRS 450.525 & NRS 450.530 - GPO	
Term: 5 Years from execution	
Amount: \$9,979,531.02	
Out Clause: In accordance with HPG's Order Cancellation/Return Goods Policy	

**BACKGROUND:**

Since December 2, 2008, University Medical Center of Southern Nevada (UMCSN) has been using Baxter Healthcare Corporation (Baxter) to provide IV solutions and tubing.

This request is for approval of a new Purchaser Agreement with Baxter that will allow UMC to continue purchasing necessary IV solutions and tubing utilizing HealthTrust Purchasing Group (HPG) pricing in order to ensure the Hospital does not run out of product for patients. The term of this agreement shall be from signature of the agreement through 2027. The estimated total cost for the five (5) year term is \$9,979,531.02

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract.

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

Provider currently holds a Clark County business license.

Cleared for Agenda  
August 24, 2022

Agenda Item #

**7**

**HealthTrust Purchasing Group, L.P.**  
**Purchaser Agreement**  
**EXHIBIT H**

July 18, 2022

**UNIV MED CTR OF SOUTH NEVADA**  
**ATTN A/P 1800 W CHARLESTON BLVD**  
**LAS VEGAS, NV, 89102**  
**Account # 34228455**  
**GPO ID: H036381**  
Attention:

Baxter Healthcare Corporation  
Deerfield Building 6-4E  
One Baxter Parkway  
Deerfield, IL 60015  
Attention: **HealthTrust Team**

Hereinafter referred to as "Committed Purchaser"      Hereinafter referred to as "Vendor"

**1. INTRODUCTION.** Committed Purchaser makes a Tier election to utilize Vendor as its supplier through the End Date (as defined herein). For avoidance of doubt, the terms and conditions in this Purchaser Agreement do not apply to any Committed Purchaser electing Tier 4 access pricing.

Committed Purchaser and Vendor are entering into this Purchaser Agreement (the "Agreement") agreeing to be bound by its terms, subject to the terms of the GPO Agreement. The "Effective Date" of this Agreement shall be five (5) business days from the date on which Vendor receives the countersigned Agreement at their home office, for orders placed direct through Vendor. This Agreement shall end on **December 31, 2027** (the "End Date"). Should Committed Purchaser choose to purchase Products through an Authorized Distributor, Committed Purchaser acknowledges that Distributors may require up to forty-five (45) additional calendar days to adjust the pricing in their billing system and to notify Committed Purchaser of adjusted pricing. Committed Purchaser understands that the prices an Authorized Distributor bills Committed Purchaser for Products are at the Authorized Distributor's discretion. An "Agreement Year" begins on the Effective Date, and ends May 31, 2023, and means each subsequent year thereafter beginning on June 1st of such year. Capitalized terms used herein and not defined shall have the meanings set forth in the GPO Agreement.

The terms contained in the GPO Agreement are incorporated by reference herein and made a part of this Agreement. Vendor agrees to supply Committed Purchaser with the Vendor Products listed in Exhibit A of the GPO Agreement ("Products"), and at the prices specified in the GPO Agreement. Committed Purchaser agrees to buy these Products for its own use (subject to Section 10 hereof) during the term of this Agreement from Vendor subject to the terms and conditions herein.

2. **DISCLOSURES.** Committed Purchaser acknowledges that the purchase prices under this Agreement (including the value of any discounts, rebates or price concessions) are payments which are subject to the disclosure requirements as "discounts or other reductions in price" under the provision of Section 1128B(b)(3)(A) of the Social Security Act [42 U.S.C. § 1320a-7b(b)(3)(A)]. Committed Purchaser shall disclose the discounts or other reductions in price under any state or federal program, which provides cost or charge-based reimbursement to Committed Purchaser for the Products and Services covered by this Agreement.

3. **ENTIRE AGREEMENT.** If Vendor and Committed Purchaser are parties to any other agreements covering the same Products covered by this Agreement, then, with regard to such Products, this Agreement shall supersede such other agreements, except where Committed Purchaser has an agreement which provides for the purchase of Disposable Products covered by this Agreement in connection with Committed Purchaser's use on non-disposable equipment supplied by Vendor or an affiliate thereof ("Equipment Agreement"). This exception applies only while such Equipment Agreement is in effect.

4. **PRICING.**

The obligation of Vendor to make Products and/or Services available hereunder shall commence as of the Effective Date. Except as otherwise provided herein, the provisions of this Agreement, including prices, shall be effective through December 31, 2027. Pricing for Products as set forth on Exhibit A shall become effective on the Effective Date and shall be increased as provided below, subject to the limits in the following table:

Price Increases	
Price Increase Date	Price Increase
June 1, 2022	2% for all Tiers
January 1, 2023	3% for all Tiers
January 1, 2024	3% for all Tiers
January 1, 2025	Firm for all Tiers
January 1, 2026	Firm for all Tiers
January 1, 2027	Firm for all Tiers

(a) Pricing shall be increased on June 1, 2022 in an Aggregate amount, net of individual Product code increases or decreases, as determined by Vendor in its discretion, equal to two percent (2%) for all Tiers.

(b) Pricing shall be increased on January 1, 2023 in an Aggregate amount, net of individual Product code increases or decreases, as determined by Vendor in its discretion, equal to three percent (3%) for all Tiers.

(c) Pricing shall be increased on January 1, 2024 in an Aggregate amount, net of individual Product code increases or decreases, as determined by Vendor in its discretion, equal to three percent (3%) for all Tiers.

(d) Beginning January 1, 2025 through December 31, 2027, prices shall remain firm for all Tiers.

As used in this Section, “Aggregate” shall mean purchases of Products from Vendor measured across all Participants per price Tier under this Agreement.

## 5. PRICE TIER QUALIFICATION

The pricing being offered to Committed Purchaser under this Agreement is contingent upon the purchase commitment that Committed Purchaser elects to make to Vendor. By selecting the appropriate line in the Committed Purchasers Tier Commitment column on Schedule B, Committed Purchaser Commitment, Committed Purchaser commits to purchase from Vendor no less than eighty-five percent (85%) of its total utilization in each Product Category, as referenced by the Minimum Committed Volume (“MCV”), in each Product Category in each Agreement Year, during the term of this Agreement. Committed Purchaser must meet all of the requirements of the applicable Tier level for the entire Agreement Year period in order to qualify for and to remain eligible for the pricing offered under such Tier. No more often than once a month, Vendor will compare Committed Purchaser’s Product purchases made against purchase commitment. Vendor, in its sole discretion, shall make an appropriate adjustment to pricing to reflect the correct then-current Tier for which Committed Purchaser qualifies, and shall put such pricing adjustment into effect as soon as possible, provided that Vendor shall notify Committed Purchaser of such adjustments prior to its effective date. Committed Purchaser’s MCV and total product purchases amounts shall not be adjusted or affected by any Tier movement to a less favorable Tier.

Notwithstanding the foregoing, Vendor Products listed below shall be excluded from Vendor’s measurement of Committed Purchaser’s purchase commitment as indicated in Schedule B, “Committed Purchaser Commitment”, to this Agreement. The measurement of Committed Purchaser’s Minimum Committed Volume and total product purchase amounts shall not include the Products listed below for the purpose of determining Committed Purchaser’s compliance with the requirements of the applicable Tier level. Additionally, purchases of the Products listed below shall be excluded from the calculation of any of the Rebates described in this Agreement. For purposes of clarification, any Vendor Products listed below may be removed from Exhibit A to the GPO Agreement at any time by amendment without penalty or liability to Purchaser.

<b>Supplier Reorder Number</b>	<b>Manufacturer Catalog Number</b>	<b>Description</b>
2G3450	2G3450	Nexterone (Amiodarone HCl) – Inj. Sol. 360mg/200mL X 1
2G3451	2G3451	Nexterone (Amiodarone HCl) – Inj. Sol. 150mg/100mL X 1
YM007	YM007	ARISURE CLOSED MALE LUER
YM050	YM050	ARISURE DRY SPIKE
YM051	YM051	ARISURE CLOSED VIAL ADPTR 13MM

YM053	YM053	ARISURE CLOSED VIAL ADPT 20MM
YM054	YM054	ARISURE CLOSED VIAL ADPTR 28MM
YM058	YM058	ARISURE CLOSED MALE LUER
YM033	YM033	13MM NON-VENTED VIAL ADPT
YM036	YM036	VIAL ACCESS DEVICE 13MM
YM038	YM038	ACCESS DEVICE 20MM
YM039	YM039	VIAL ACCESS DEVICE 28MM

Notwithstanding the foregoing, if Committed Purchaser's purchases fall short of the requirements of Tier 3, then Committed Purchaser shall pay Vendor an amount equal to 100% of such shortfall (as liquidated damages, and not as a penalty), and Committed Purchaser will default to its applicable pricing under the Agreement. Committed Purchaser shall pay such shortfall payment within thirty (30) days of receipt of an invoice from Vendor. Should a shortfall occur due to Vendor's inability to deliver, Vendor shall reduce the Tier requirements accordingly.

#### **6. COMMITTED PURCHASER REBATES.**

Vendor shall pay the Rebates described in this Section to HealthTrust based on purchases of Products and/or Services by Committed Purchaser in the amounts stated in this Section. If a percentage is listed in this Section for the Rebate, then the Rebate shall be determined by multiplying the stated percentage by the Committed Purchaser's Net Sales of Disposable Products sold by Vendor. Rebates shall be paid to HealthTrust ninety (90) days following the end of such Agreement Year for payment by HealthTrust to Committed Purchaser. The payment of Rebates is intended to be in compliance with the exception to the Medicaid and Medicare Anti-Kickback Statute set forth at 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations set forth in 42 C.F.R. § 1001.952(h).

The Vendor reports submitted pursuant to this Section 6 shall include a summary of the Committed Purchaser Rebate(s) earned by Committed Purchaser. Such summary shall contain the Vendor Primary Account Number for Committed Purchaser, the HPG GPO ID #, a list of the Committed Purchaser Rebates earned by Committed Purchaser and total dollars earned for each Committed Purchaser Rebate. The Vendor reports shall be sent monthly by e-mail to:

[vendorbackup@healthtrustpg.com](mailto:vendorbackup@healthtrustpg.com)

For purposes of the Rebates herein, the Parties agree as follows:

- "Year 2" shall mean June 1, 2020 through May 31, 2021;
- "Year 3" shall mean June 1, 2021 through May 31, 2022;
- "Year 4" shall mean June 1, 2022 through May 31, 2023;
- "Year 5" shall mean June 1, 2023 through May 31, 2024;
- "Year 6" shall mean June 1, 2024 through May 31, 2025;
- "Year 7" shall mean June 1, 2025 through May 31, 2026;
- "Year 8" shall mean June 1, 2026 through May 31, 2027; and
- "Year 9" shall mean June 1, 2027 through December 31, 2027.

For purposes of all Rebates herein, Rebate requirements or commitments shall be prorated accordingly to reflect a partial Agreement Year, if applicable (e.g., a Committed Purchaser's Purchase Agreement is effective January 1 of an Agreement Year, or the Term of the Purchase Agreement ends on December 31).

**a) Set Formulary Rebate:**

Vendor shall offer Committed Purchaser who commits to Tier 1 an annual Set Formulary Rebate, calculated at the end of each Agreement Year of this Agreement, provided that (i) Committed Purchaser is a member of HealthTrust at the time Vendor makes this Set Formulary Rebate calculation, (ii) Committed Purchaser is in compliance with Tier 1, (iii) eighty-five percent (85%) of Committed Purchaser's purchases of Dedicated and Non-Dedicated Sets, as identified on Exhibit A, are made up of any combination of the product codes set forth on Exhibit A-2, **Set Formulary Rebate Product Codes**; and (iv) Committed Purchaser is in compliance with all other terms and conditions of this Agreement. Such Set Formulary Rebate will be equal to five percent (5%) of Committed Purchaser's Net Sales of Dedicated and Non-Dedicated Sets identified on Exhibit A for the previous Agreement Year. Payment of this Set Formulary Rebate will be made to HealthTrust and HealthTrust agrees to distribute such payment to Committed Purchaser within ninety (90) days following the end of such Agreement Year. For the avoidance of doubt, this Set Formulary Rebate provides for rebates based, in part, upon, Committed Purchaser's purchases of Dedicated and Non-Dedicated Sets, as identified on Exhibit A made up of any combination of the product codes set forth on Exhibit A-2, **Set Formulary Rebate Product Codes**. Exhibit A to the GPO Agreement contains a price file which lists and identifies, among other things, Product descriptions, Product codes, Product category descriptions and pricing. One of these Products in Exhibit A of the GPO Agreement is described as, "Product Code no. 7N8399, ONE-LINK NEEDLEFREE IV" and is identified in such price file as being within the "Infusion Needleless Products and Accessories" category. This Product is also contained in the "Set Formulary Rebate Product Code" list, in Exhibit A-2 of the GPO Agreement. Notwithstanding this Product being identified in Exhibit A to the GPO Agreement as within the "Infusion Needleless Products and Accessories" category (and not within the, "Dedicated and Non-Dedicated Sets" category), the Parties intended for this Product to be included in the "Set Formulary Rebates Product Codes" list in Exhibit A-2 to the GPO Agreement, as a Product subject to the "Set Formulary Rebate" provision in this Agreement.

**b) Growth Rebate:**

Vendor shall offer an annual Growth Rebate to Tier 1, Tier 2, or Tier 3 Committed Purchaser provided that (i) the collective Net Sales of Disposable Products of all Tier 1, Tier 2, and Tier 3 Committed Purchasers prior to rebates ("Total Committed Sales") for such Agreement Year meets or exceeds the Total Committed Sales for the prior Agreement Year (the "Baseline") by at least five percent (5%); (ii) Tier 1, Tier 2, or Tier 3 Committed Purchaser is a member of HealthTrust at the time Vendor makes this Growth Rebate calculation; and (iii) Tier 1, Tier 2 or Tier 3 Committed Purchaser is in compliance with all other terms and conditions of its Purchaser Agreement. The Growth Rebate will be equal to the Growth Rebate Percentage as defined in Table 1 Growth Rebate Percentages below. The percentage by which Total Committed Sales for an Agreement Year exceeds the Baseline will determine the Growth Over Baseline, in Table 1.

For clarity, for the Year 3 Growth Rebate analysis, the Year 2 Total Committed Sales (\$379,730,688) will be the Baseline, and this amount will be compared to the Year 3 Total Committed Sales to determine whether the Growth Rebate is earned for Year 3 purchases. Year 3 Total Committed Sales will then become the Baseline for the Year 4 calculation, and so on for the remaining Agreement Years.

In the event that the Total Committed Sales does not meet or exceed the Baseline by at least five percent (5%), then Vendor shall review the growth over the MCV of all Product Categories (the “Total MCV”) of the individual Committed Purchasers who have committed to Tier 1, Tier 2, or Tier 3, and if the individual Committed Purchaser has achieved percentage growth over their Total MCV of at least five percent (5%), Vendor shall pay the Growth Rebate Percentage as indicated in Table 1. Payment of this Growth Rebate will be made to HealthTrust and HealthTrust agrees to distribute such payment to Committed Purchaser within ninety (90) days following the end of such Agreement Year.

**Table 1 Growth Rebate Percentages**

<b>Growth Over Baseline or Growth Over Total MCV (as applicable)</b>	<b>Growth Rebate Percentage</b>
<b>5%</b>	1%
<b>10%</b>	2%
<b>15%</b>	3%
<b>20%</b>	4%

**c) Maintenance Rebate:**

Vendor shall offer an annual Maintenance Rebate to Tier 1, Tier 2, or Tier 3 Committed Purchaser provided that (i) the collective Net Sales of Disposable Products of all Tier 1, Tier 2, and Tier 3 Committed Purchasers prior to rebates (“Total Committed Sales”) for such Agreement Year meets or exceeds the Total Committed Sales for the prior Agreement Year (the “Baseline”)Year; (ii) Tier 1, Tier 2, or Tier 3 Committed Purchaser is a member of HealthTrust at the time Vendor makes this Maintenance Rebate calculation, and (iii) Tier 1, Tier 2, or Tier 3 Committed Purchaser is in compliance with all other terms and conditions of its Purchaser Agreement. The Maintenance Rebate will be equal to seven percent (7%) of the Tier 1, Tier 2, or Tier 3 Committed Purchaser’s Net Sales of Disposable Products for such Agreement Year.

For clarity, for the Year 3 Maintenance Rebate analysis, the Year 2 Total Committed Sales (\$379,730,688) will be the Baseline, and this amount will be compared to the Year 3 Total Committed Sales to determine whether the Maintenance Rebate is earned for Year 3 purchases. Year 3 Total Committed Sales will then become the Baseline for the Year 4 calculation, and so on for the remaining Agreement Years.

In the event that the Total Committed Sales does not meet or exceed the Baseline, then Vendor shall review the MCV of all Product Categories (the “Total MCV”) of the individual Committed Purchasers who have committed to Tier 1, Tier 2 or Tier 3, and if the individual Committed Purchaser has achieved their Total MCV, Vendor shall pay seven percent (7%) of Committed Purchaser’s Net Sales of Disposable Products for such Agreement Year. Payment of this Maintenance Rebate will be made to HealthTrust and HealthTrust agrees to distribute such



payment to Committed Purchaser within ninety (90) days following the end of such Agreement Year.

**d) Non-Acute Rebate:**

Vendor shall offer an annual Non-Acute Rebate to Non-Acute Committed Purchasers provided that the collective Net Sales of Disposable Products of all Tier 2 and Tier 3 Committed Purchasers prior to rebates (“Total Non-Acute Sales”) for such Agreement Year meets or exceeds the Total Non-Acute Sales for the prior Agreement Year (the “Non-Acute Baseline”) and each Non-Acute Committed Purchaser (i) is a member of HealthTrust at the time Vendor makes this Non-Acute Rebate calculation, (ii) commits to Tier 2 or Tier 3; and (iii) is in compliance with all other terms and conditions of the Committed Purchaser’s Purchaser Agreement. The Non-Acute Rebate will be equal to five percent (5%) of the Tier 2 or Tier 3 Non-Acute Committed Purchaser’s Net Sales of Disposable Products for such Agreement Year. Payment of this Non-Acute Rebate will be made by HealthTrust and HealthTrust agrees to distribute such payment to the Non-Acute Committed Purchaser within ninety (90) days following the end of such Agreement Year.

For clarity, for the Year 3 Non-Acute Rebate analysis, the Year 2 Total Non-Acute Sales (\$15,188,926) will be the Non-Acute Baseline, and this amount will be compared to the Year 3 Total Non-Acute Sales to determine whether the Non-Acute Rebate is earned for Year 3 purchases. Year 3 Total Non-Acute Sales will then become the Non-Acute Baseline for the Year 4 calculation, and so on for the remaining Agreement Years.

For the purposes of this Section, a Non-Acute Committed Purchaser shall be defined as an Ambulatory Care, Home Care (Home Infusion), or Long Term Care facility. Notwithstanding the foregoing, in the event that an Acute Committed Purchaser owns or manages facilities that can be defined as Non-Acute, Net Sales of Disposable Products made by such Non-Acute facilities shall still count toward the calculation of this Non-Acute Rebate.

**e) Aggregate Pump Growth Rebate:**

Vendor shall offer an annual Aggregate Pump Growth Rebate to Committed Purchaser (i) committed to and in compliance with Tier 1, (ii) who is a member of HealthTrust at the time Vendor makes this Aggregate Pump Growth Rebate calculation, and (iii) is in compliance with all other terms and conditions of the Committed Purchaser’s Purchaser Agreement, provided that the aggregate total of Vendor’s large volume infusion pumps implemented by its Tier 1 Committed Purchasers (“Total Implemented Pumps”) for such Agreement Year meets or exceeds the Total Implemented Pumps for the prior Agreement Year (the “Pump Baseline”). The Aggregate Pump Growth Rebate will be equal to the Pump Growth Rebate Percentage as defined in Table 1 Aggregate Pump Growth Rebate Requirements, below. The number by which Total Implemented Pumps for an Agreement Year, which accounts for additions and deletions of Committed Purchasers’ facilities and/or Vendor large volume pumps, exceeds the Pump Baseline will determine the Aggregate Pump Growth Over Baseline, in Table 1. Payment of this Aggregate Pump Growth Rebate, which will be calculated using Net Sales of Disposable Products of Tier 1 Committed Purchasers and the applicable Pump Growth Percentage in accordance with the Aggregate Pump Growth Over Baseline, will be made to HealthTrust and HealthTrust agrees to distribute such payment to applicable Committed Purchaser within ninety (90) days following the end of such Agreement Year.

For clarity, for the Year 3 Aggregate Pump Growth Rebate analysis, the Year 2 Total Implemented Pumps (78,961 of large volume infusion pumps) will be the Pump Baseline, and this amount will be compared to the Year 3 Total Implemented Pumps to determine whether the Aggregate Pump Growth Rebate is earned for Year 3. Year 3 Total Implemented Pumps will then become the Pump Baseline for the Year 4 calculation, and so on for the remaining Agreement Years.

**Table 1 Aggregate Pump Growth Rebate Requirements**

<b>Aggregate Pump Growth Over Baseline</b>	<b>Pump Growth Rebate Percentage</b>
20,000 – 29,999 large volume pumps	1%
30,000 – 39,999 large volume pumps	2%
40,000 – 49,999 total large volume pumps	3%
50,000 or more total large volume pumps	4%

**f) One-Time Install Pump Rebate:**

Any new Committed Purchaser who commits to Tier 1 will receive a One-Time Pump Install Rebate equal to five percent (5%) of Net Sales of Disposable Products made by such Committed Purchaser during the period commencing on the first (1st) day of the month following Committed Purchaser's installation of Vendor's large volume pumps, and ending twelve (12) months thereafter. Payment of this One-Time Pump Install Rebate will be made to HealthTrust and HealthTrust agrees to distribute such payment to Committed Purchaser within ninety (90) days following the end of such twelve (12) month period.

**g) Set Reduction Guarantee Rebate:**

Vendor shall offer a one-time Set Reduction Guarantee Rebate of 15% of Net Sales of Dedicated Sets and Non-Dedicated Sets / Needleless Connectors to a new Committed Purchaser that commits to Tier 1. Such Set Reduction Guarantee Rebate is contingent upon the finalization between each new Committed Purchaser and Vendor and added to its Committed Purchaser Agreement by way of a written amendment, signed by Vendor and Committed Purchaser, which will include but are not limited to the facilities that will qualify for such Set Reduction Guarantee Rebate, Vendor sets, non-Vendor sets, baseline and such additional requirements to earn such Set Reduction Guarantee Rebate. The Set Reduction Guarantee Rebate shall be adjusted per the Effective Date of Committed Purchasers for any additions and deletions of Committed Purchasers' facilities and/or Products and paid accordingly. Vendor shall take into consideration additional variables on a case by case in the calculation, such as a decrease in census, clinical protocol changes, etc. Such Set Reduction Guarantee Rebate shall be made to HealthTrust and HealthTrust will distribute such payment to Committed Purchaser within 90 days after the completion of the guarantee period.

**h) Additional Maintenance Rebate:**

For Year 4, Year 5 and Year 6 only, Vendor shall offer Committed Purchasers with an End Date of at least December 31, 2027, an annual Additional Maintenance Rebate, calculated at the end of each of the applicable Agreement Years and paid as provided herein. The Additional Maintenance Rebate will be equal to two percent (2%) of Committed Purchaser's Net Sales of

Disposable Products. To earn the Additional Maintenance Rebate, the Committed Purchaser must be (i) a member of HealthTrust at the time Vendor makes the Additional Maintenance Rebate calculation, (ii) in compliance with the tier to which Committed Purchaser committed (which must be Tier 1, Tier 2 or Tier 3); and (iii) in compliance with all other terms and conditions of this Agreement. Payment of the Additional Maintenance Rebate will be made to HealthTrust, and HealthTrust will distribute such payment to Committed Purchaser within 90 days following the end of each applicable Agreement Year.

**i) Access Rebate:**

Vendor shall offer Committed Purchaser who commits to Tier 2 an annual Access Rebate, calculated at the end of each Agreement Year of this Agreement. Committed Purchaser shall receive eight percent (8%) of Committed Purchaser's Net Sales of Disposable Products for the previous Agreement Year, provided that Committed Purchaser (i) meets or exceeds its applicable Tier 2 commitments for Acute Facilities and/or Non-Acute Facilities, (ii) meets at least \$650\* in Net Sales in any combination of Needleless Connectors Products, Dedicated Sets Products and / or Non-Dedicated Sets / Needleless Connectors Products per bed (calculated using IQVIA/MII Acute Census Beds), during such Agreement Year for Acute Facilities only, (iii) meets or exceeds its Non-Dedicated Sets / Needleless Connectors MCV as indicated in Schedule B of the Exhibit HH, Purchaser Agreement for Non-Acute Facilities only and (iv) Committed Purchaser is a member of HealthTrust at the time Vendor makes this Access Rebate calculation. Payment of this Access Rebate shall be made to HealthTrust and HealthTrust agrees to distribute such payment to Committed Purchaser within ninety (90) days following the end of such Agreement Year.

\*In each Agreement Year, the amount listed above shall be adjusted pursuant to Section 4, Pricing of this Agreement.

***Notwithstanding the foregoing, Nexterone Products and Arisure Products shall be excluded from the calculation of all of the Rebates described in Section 6.***

7. **EARLY TERMINATION.** If, at any time, Committed Purchaser decides to purchase the majority of its requirements for Solutions, Large Volume Parenterals, Irrigation Solutions (General & Specialty) and Partial Fill Diluent Containers from another manufacturer, then Vendor reserves the right to invoice Committed Purchaser a shortfall amount (as liquidated damages, and not a penalty) equal to the sum of twenty percent (20%) of Committed Purchaser's prior two year's purchases of Products from Vendor (either under the Agreement or a prior agreement), or if Committed Purchaser had not purchased the majority of its Product requirements from Vendor in the previous two years, twenty percent (20%) times a good faith estimate of comparable product purchases by Committed Purchaser. Committed Purchaser shall pay such shortfall payment within thirty (30) days of receipt of an invoice from Vendor.

8. **PAYMENT TERMS.** Payment terms net thirty (30) days from invoice date for payments made by check, cash or wire transfer. A service charge of 1-1/2% per month (or the highest amount allowed by law, if lower) shall be added to all undisputed amounts past due. Solely for Committed Purchaser's internal budgeting and approval purposes, the service charge shall not exceed \$650.00 for the term. Committed Purchaser acknowledges and agrees that it is solely responsible for appropriating and approving funds necessary to satisfy its financial obligations hereunder.

**9. TERMS AND CONDITIONS.** All purchases of Products by Committed Purchaser shall be governed by the terms of the GPO Agreement, and each of Vendor and Committed Purchaser hereby acknowledges and agrees that it understands and agrees to such terms. The terms of the GPO Agreement are incorporated herein by reference. In the event of any conflict between any term or condition of this Agreement and any term or condition in the GPO Agreement, the terms of the GPO Agreement shall control.

If Committed Purchaser ceases to be a member as indicated on the membership roster of HealthTrust, this Agreement shall remain in full force and effect with the exception of any rebate provisions, which shall no longer apply. In addition, to the extent any terms previously covered under the GPO Agreement are no longer covered under this Agreement, such terms shall be replaced with those found on Vendor's website:

<https://www.baxter.com/terms-conditions-sale>, except for the following terms which shall be replaced as follows:

a) Governing Law: Nevada.

b) Indemnification: Intentionally omitted Arbitration: The place of arbitration shall be Las Vegas.

**10. COMMITTED PURCHASER FACILITIES.** Committed Purchaser represents that the FACILITY LIST AND STATEMENT, attached to this Agreement as Schedule A (or if none is attached then Committed Purchaser's location noted in this Agreement) is a true and complete statement of all facilities in the United States owned by, controlled by, or affiliated with Committed Purchaser as of the Effective Date of this Agreement, and in which Committed Purchaser uses Products. Committed Purchaser will promptly notify Vendor of all changes to the Facility List in order to maintain the accuracy of the representation during the term of this Agreement. Additional facilities in the United States may be added only upon written request by the Committed Purchaser and only upon written agreement by Vendor's home office. The effective date of pricing for new facilities will be the date set by Vendor. These facilities are only eligible for the pricing and terms of this Agreement while they are owned by, managed by, or controlled by the Committed Purchaser.

Products are to be bought by Committed Purchaser for its and facilities own use in the United States, except with respect to any distribution centers qualifying as Participants under the GPO Agreement and servicing other Participants. Neither Committed Purchaser itself, nor through any affiliate, agent or facility, shall export or otherwise transfer outside the United States Products acquired under this Agreement. Committed Purchaser represents that it and each of its locations and facilities, will maintain for the duration of the Agreement all required local, state and federal licenses applicable to the purchase and used of the Products.

**11. BUDGET ACT AND FISCAL FUND OUT:** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Committed Purchaser for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Committed Purchaser's obligations under it shall be extinguished at the end of any of Committed Purchaser's fiscal years in which Committed 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 the Agreement. Committed Purchaser agrees that this Section

shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Committed Purchaser of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

**12. PUBLIC RECORDS:** Vendor acknowledges that Committed 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, and as such its records are public documents available to copying and inspection by the public. If Committed Purchaser receives a demand for the disclosure of any information related to the Agreement which Vendor has claimed to be confidential and proprietary, Committed Purchaser will immediately notify Vendor of such demand and Vendor shall immediately notify Committed Purchaser of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify, defend and hold harmless Committed Purchaser from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Vendor documents in Committed Purchaser's custody and control in which Vendor claims to be confidential and proprietary.

**13. MISCELLANEOUS.** This Agreement is not valid until signed by Vendor at its home office. Any waiver of any of the provisions of this Agreement shall not constitute a waiver of any other provision, nor shall it constitute a continuing waiver. No changes in this Agreement, including any conflicting or additional terms contained in any purchase order or other document submitted by Committed Purchaser, shall be valid unless approved in writing by Vendor at its home office. Both parties agree that a signed facsimile, or the electronic transmission of signature(s), in whole or in counterparts, is as valid as an original document, and is fully enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Agreement on the date below.

**UNIV MED CTR OF SOUTH NEVADA**

**BAXTER HEALTHCARE CORPORATION**

BY: \_\_\_\_\_ BY: Kathryn Simpson

NAME: \_\_\_\_\_ NAME: Kathryn Simpson

TITLE: \_\_\_\_\_ TITLE: Sr. BOA

DATE: \_\_\_\_\_ DATE: 7/29/2022

EMAIL: \_\_\_\_\_

UNIV MED CTR OF SOUTH NEVADA  
LAS VEGAS, NV  
Account # 34228455

**SCHEDULE A**

**Facility List and Statement**

**Facilities Owned by, Managed by, or Controlled by Committed Purchaser**

ACCOUNT #: 34228455  
FACILITY NAME: University Medical Center of Southern Nevada  
FACILITY ADDRESS: 1800 W. Charleston Blvd.  
FACILITY CITY, STATE, ZIP: Las Vegas, NV 89102  
HEALTHTRUST GPO ID#: H036381

Committed Purchaser represents and warrants to Vendor that the Products purchased under this Agreement are for the exclusive use of the above Facilities and their patients only. Committed Purchaser further represents and warrants that all Facilities listed above are either owned by, managed by, or controlled by Committed Purchaser and that Committed Purchaser has the authority to bind each Facility to this Agreement.

Initial/Date: CP 08/03/2022

**SCHEDULE B**  
**COMMITTED PURCHASER COMMITMENT**

Committed Purchaser Initials/Date	Tier	Tier Description <i>The Minimum Committed Volume (MCV) listed below represents no less than 85% of Committed Purchaser’s total requirements of the Product Categories listed.</i>																				
	Tier 1	Committed Purchaser is a Vendor Pump Customer^ and commits to the following: <table><tr><th>MCV Category (for internal Vendor use only)</th><th>Product Category</th><th>Minimum Committed Volume* (\$'s)</th></tr><tr><td>Dedicated Sets</td><td><i>Infusion Sets:</i> Primary/Dedicated Gravity</td><td></td></tr><tr><td>Non-Dedicated Sets / Needleless Connectors</td><td><i>Infusion Sets:</i> Extension/Secondary Irrigation Specialty <i>Infusion Needleless Products &amp; Accessories:</i> Needleless Products &amp; Accessories</td><td></td></tr><tr><td>IV Fluids</td><td><i>Infusion Solutions:</i> Parenteral Irrigation</td><td></td></tr><tr><td>Drug Delivery</td><td><i>Infusion Solutions:</i> Vial Systems Frozen</td><td></td></tr><tr><td>Clinimix and/or Compounding Disposables</td><td><i>Infusion Solutions:</i> IV Nutritional Products Partial Fill Diluent Container/Non-Drug</td><td></td></tr></table>			MCV Category (for internal Vendor use only)	Product Category	Minimum Committed Volume* (\$'s)	Dedicated Sets	<i>Infusion Sets:</i> Primary/Dedicated Gravity		Non-Dedicated Sets / Needleless Connectors	<i>Infusion Sets:</i> Extension/Secondary Irrigation Specialty <i>Infusion Needleless Products &amp; Accessories:</i> Needleless Products & Accessories		IV Fluids	<i>Infusion Solutions:</i> Parenteral Irrigation		Drug Delivery	<i>Infusion Solutions:</i> Vial Systems Frozen		Clinimix and/or Compounding Disposables	<i>Infusion Solutions:</i> IV Nutritional Products Partial Fill Diluent Container/Non-Drug	
MCV Category (for internal Vendor use only)	Product Category	Minimum Committed Volume* (\$'s)																				
Dedicated Sets	<i>Infusion Sets:</i> Primary/Dedicated Gravity																					
Non-Dedicated Sets / Needleless Connectors	<i>Infusion Sets:</i> Extension/Secondary Irrigation Specialty <i>Infusion Needleless Products &amp; Accessories:</i> Needleless Products & Accessories																					
IV Fluids	<i>Infusion Solutions:</i> Parenteral Irrigation																					
Drug Delivery	<i>Infusion Solutions:</i> Vial Systems Frozen																					
Clinimix and/or Compounding Disposables	<i>Infusion Solutions:</i> IV Nutritional Products Partial Fill Diluent Container/Non-Drug																					

Tier 2

Committed Purchaser is an Acute Facility and commits to the following:

<b>MCV Category (for internal Vendor use only)</b>	<b>Product Category</b>	<b>Minimum Committed Volume*(\$'s)</b>
IV Fluids	<u>Infusion Solutions:</u> Parenteral Irrigation	
Drug Delivery	<u>Infusion Solutions:</u> Vial Systems Frozen	
Clinimix and/or Compounding Disposables	<u>Infusion Solutions:</u> IV Nutritional Products Partial Fill Diluent Container/Non- Drug	

Committed Purchaser is an Non-Acute Facility and commits to the following:

<b>MCV Category (for internal Vendor use only)</b>	<b>Product Category</b>	<b>Minimum Committed Volume*(\$'s)</b>
IV Fluids	<u>Infusion Solutions:</u> Parenteral Irrigation	
Drug Delivery	<u>Infusion Solutions:</u> Vial Systems Frozen	

**For Access Rebate Purposes:**

Non-Dedicated Sets / Needleless Connectors	<u>Infusion Sets:</u> Extension/Secondary Irrigation Specialty <u>Infusion Needleless Products &amp; Accessories:</u> Needleless Products & Accessories	



	Tier 3	Committed Purchaser is an Acute Facility and commits to an MCV in any combination of the following MCV Product Categories:		
		<b>MCV Category (for internal Vendor use only)</b>	<b>Product Category</b>	<b>Minimum Committed Volume*(\$'s)</b>
		Dedicated Sets	<u>Infusion Sets:</u> Primary/Dedicated Gravity	<b>\$8,304</b>
		Non-Dedicated Sets / Needleless Connectors	<u>Infusion Sets:</u> Extension/Secondary Irrigation Specialty <u>Infusion Needleless Products &amp; Accessories:</u> Needleless Products & Accessories	<b>\$22,592</b>
		IV Fluids	<u>Infusion Solutions:</u> Parenteral Irrigation	<b>\$1,512,288</b>
		Drug Delivery	<u>Infusion Solutions:</u> Vial Systems Frozen	<b>\$489,665</b>
		Clinimix and/or Compounding Disposables	<u>Infusion Solutions:</u> IV Nutritional Products Partial Fill Diluent Container/Non- Drug	<b>\$36,305</b>

*\* In each subsequent Agreement Year after the first, the MCV amount listed above shall be subject to the price increase and any tier movements and shall be adjusted to equal the greater of: (i) Committed Purchaser's Net Sales of Disposable Products during the previous Agreement Year or (ii) the MCV during the previous Agreement Year.*

*^Vendor Pump Customer" is a Committed Purchaser who has purchased or leased eighty-five (85%) or more of its large volume infusion pump requirements from Vendor.*



August 11<sup>th</sup>, 2022

Cole Price  
Contract Specialist  
University Medical Center of Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Infusion Pumps - Solutions, Sets and Needleless Products.

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 Infusion Pumps - Solutions, Sets and Needleless Products. 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 Infusion Pumps - Solutions, Sets and Needleless Products category. HealthTrust issued RFPs and received proposals from identified suppliers in the Infusion Pumps - Solutions, Sets and Needleless Products category. A contract was executed with B Braun, ICU Medical and Baxter Healthcare in January of 2022. 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

<b>Business Entity Type (Please select one)</b>						
Sole Proprietorship	Partnership	Limited Liability Company	X Corporation	Trust	Non-Profit Organization	Other
<b>Business Designation Group (Please select all that apply)</b>						
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
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> Baxter Healthcare Corporation						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		One Baxter Parkway		<b>Website:</b> <a href="http://www.baxter.com">www.baxter.com</a>		
<b>City, State and Zip Code:</b>		Deerfield, IL 60015		<b>POC Name:</b> Lee Kostuk <b>Email:</b> <a href="mailto:lee.kostuk@baxter.com">lee.kostuk@baxter.com</a>		
<b>Telephone No:</b>		224-948-2000		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Accogli, Guiseppi (Officer)	Vice President and President, The Americas	N/A
Almeida, Jose	Chairman of the Board, Chief Exec. Officer and President	N/A
Bohaby, Scott	Vice President, Treasurer and Head of Global Planning	N/A


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

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

Yes
No
(If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  

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

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

 Signature Region Manager Title	Jim Shealy Print Name July 18, 2022 Date
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## 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)

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***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**

<b>Issue:</b>	<b>Services Agreement and Amendment with Comprehensive Care Services, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Services Agreement and Amendment with Comprehensive Care Services, Inc. for Perfusion, related services and equipment; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000702100  
Description: Perfusion and Related Services  
Bid/RFP/CBE: NRS 332.115(1)(b) - Professional Services  
Term: 3-years  
Amount: Estimated \$3,500,000 per year  
Out Clause: 90 days w/o cause

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

**BACKGROUND:**

This request is to enter into a new Services Agreement for perfusion and related services with Comprehensive Care Services, Inc. ("Company"). Due to shortage of internal staff, Company will provide and staff UMC's Specialty Services Department with up to 3 qualified perfusion technicians, provide other perfusion services on an as-needed basis, and provide equipment necessary for perfusion services at a monthly rental rate.

The term of the Agreement is from September 1, 2022 through August 31, 2025 with either party able to terminate for any cause upon ninety (90) days' prior written notice.

Staff also requests authority for the CEO to exercise extension options or execute amendments to this agreement if deemed beneficial to UMC. UMC's Clinical Director of Specialty Services has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Company currently holds a Clark County vendor registration.

Cleared for Agenda  
August 24, 2022

Agenda Item #

**8**

## SERVICES AGREEMENT

This Services Agreement (together with all exhibits and/or attachments, this "Agreement") is between Comprehensive Care Services Inc. ("**Vendor**"), with its principal place of business located at 45211 Helm Street, Plymouth, Michigan 48170 and the following entity ("**Participant**"):

Facility or Group Name:	University Medical Center of Southern Nevada
Address:	1800 W Charleston Blvd,
City, ST, ZIP:	Las Vegas, NV 89102
GPOID:	H036381
Contact Person & Title:	Janet David-Lustina
Contact Phone:	(702) 383-2574
Contact Email:	Janet.DavidLustina@umcsn.com

### WITNESSETH:

WHEREAS, Participant desires to retain Vendor to provide specific services, and Vendor desires to provide those services all upon the terms and conditions stated below. This Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities;

WHEREAS, Vendor shall provide perfusion services ("**Services**"); and

WHEREAS, this Agreement is subject to the terms of the purchasing agreement between Vendor and HealthTrust Purchasing Group, L.P., executed April 1, 2019 (HPG-6714) ("**Purchasing Agreement**"). In the event of a conflict between the terms of this Agreement and the Purchasing Agreement, the terms of this Agreement will control.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set out below, the parties agree as follows:

### **I VENDOR'S SERVICE**

1. Vendor and all personnel employed or retained by the Vendor, including Vendor, if an individual ("**Vendor Personnel**" or "**Vendor's Personnel**"), shall provide the Services as described in this Agreement and any exhibits/attachments attached hereto and incorporated herein. Vendor shall perform all Services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Participant and the Services, including, without limitation, those requirements imposed by The Joint Commission, the Centers for Medicare and Medicaid Service (CMS) Conditions of Participation and any amendments thereto and all applicable federal, state, and local laws, rules, regulations, and policies. Vendor shall cooperate with Participant in abiding by Participant's Quality Management program and all applicable Joint Commission standards regarding contracted providers. In accordance with The Joint Commission Standard LD.3.50, Participant has set forth expectations in Attachment 1 for the performance of the Services by Vendor. Participant will monitor the Services provided by Vendor in relation to the expectations in this Agreement. Vendor shall provide documentation of performance to meet the expectations, ongoing quality improvement and/or appropriate accreditation to Participant upon request as required by The Joint Commission standards, CMS Conditions of Participation and/or state regulations.

2. Vendor shall assume complete responsibility for the professional operation of the Services and shall provide all professional Services, which Participant requires to be provided through this Agreement. Any



esoteric, unusual or other procedures, which cannot be reasonably performed through the Services, will be sent to an outside provider selected by Participant.

3. Vendor and/or Vendor Personnel shall prepare timely, complete and accurate medical records in accordance with the written policies and procedures of Participant and all professional standards applicable to medical records documentation. All of such records shall be and remain the property of Participant. Vendor and Vendor Personnel shall have access to those records created by the Vendor or respective Vendor Personnel as permitted by law.

4. Vendor shall not subcontract any of its responsibilities under this Agreement to another party without first obtaining the prior written consent of Participant.

## **II PERSONNEL QUALIFICATIONS**

1. Vendor Personnel shall:

- a) possess current state license/registration and/or certification and current Cardio Pulmonary Resuscitation card, as applicable and appropriate for the Services provided to Participant and required by applicable laws, regulations or accreditation standards, and present these documents to a Participant representative upon request;
- b) meet Vendor conditions of employment regarding health and security clearance, provision of professional references, and any other applicable hiring criteria; and
- c) be eligible to participate in federal and state health care programs.

2. Unless expressly approved by Participant, no Vendor Personnel shall be:

- a) currently a non per-diem Participant employee; or
- b) a previous Participant employee and not eligible for rehire; currently on the Participant "Do Not Send" list; or a previous Participant employee whose employment with Participant terminated within 12 months prior to the effective date of the Services.

3. Vendor Personnel shall comply with Participant's credentialing and/or onboarding process. If the Vendor Personnel fails to apply and/or meet the qualifications for credentials and/or onboarding, then Participant may refuse to accept the Services of the non-compliant Vendor Personnel, demand a replacement, and/or terminate this Agreement immediately for cause.

4. Vendor represents and warrants to Participant that Vendor and Vendor Personnel will not employ any individual to work in the United States to perform Service under this Agreement who is not legally authorized to work in the United States in the capacity indicated. Vendor and Vendor Personnel certify that all employees assigned to work in the United States under this Agreement are legally authorized to work in the United States in the capacity they are serving under this Agreement and will provide any and all written documentation to support such certification. Vendor and Vendor Personnel agree that if the status of any employee changes during the term of the Agreement, they shall notify the Participant CEO and remove such employee from performing Services under this Agreement. Vendor and Vendor Personnel agree that they will indemnify and hold the Participant harmless in the event of any claim made against Participant related to any alleged failure of Vendor or Vendor Personnel to comply with its obligations under this Section of the Agreement. A failure to comply with any obligation under this Section constitutes a material breach of this Agreement.

## **III COMPLIANCE WITH LAW AND POLICY**

1. At Participant's discretion, Vendor's Personnel may be required to complete annual competency training and/or other education requirements.

2. Vendor represents and warrants to Participant that Vendor and Vendor's Personnel: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) or any state healthcare program (collectively, the **"Healthcare Programs"**); (ii) have

not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Healthcare Programs (collectively, the “**Warranty of Non-exclusion**”). Vendor’s representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term of this Agreement, and Vendor shall immediately notify Participant of any change in the status of the representations and warranties set forth in this Section. Any breach of this Section shall give HPG the right to terminate this Agreement immediately under Section V.1.

3. Participant reserves the right to request Vendor not to use any particular one of its Vendor Personnel in performing any of the Services at any Participant’s location. Vendor shall remove from Services under this Agreement any Vendor Personnel who: (1) is convicted of a felony offense or a misdemeanor offense, if related to duties provided to Participant; (2) has a guardian or trustee of his/her person or estate appointed by a court of competent jurisdiction; (3) becomes disabled so as to be unable to perform the duties required by this Agreement; (4) fails to maintain professional liability insurance required by this Agreement; (5) shall have his/her license(s), certifications/registrations and/or privileges required to perform the Service contemplated by this Agreement either suspended, revoked, voluntarily relinquished, or otherwise limited; (6) fails to comply with any of the terms and conditions of this Agreement, or the written policies and procedures of Participant (as in effect at the time), after being given notice of that failure and reasonable opportunity to comply; or (7) fails to maintain eligibility to participate in Healthcare Programs. In addition to removing any such Vendor’s Personnel, Vendor shall obtain, at its cost and expense, a substitute for the removed Vendor’s Personnel or otherwise demonstrate its capabilities for continued coverage and Service required by this Agreement. If the Vendor is unable to provide a substitute for the Vendor’s Personnel within seven (7) business days, Participant may exercise its right under Section V.3 to terminate this Agreement. Vendor shall submit completed documentation to a Participant manager regarding follow-up counseling action taken with the removed Vendor’s Personnel. A failure of performance by Vendor under this Section shall be deemed a material breach of this Agreement.

#### **IV. MUTUAL RESPONSIBILITIES**

1. Vendor or Vendor’s Personnel shall cooperate with Participant in completing adequate and timely orientation at Participant. Orientation time, as required by The Joint Commission, will be paid by the Vendor (maximum 8 hours).

2. Neither Vendor nor Participant shall discriminate in employment or provisions of services with respect to age, race, color, religion, marital status, sex, national origin, ancestry, sexual orientation, disability or medical condition, source of payment, or as otherwise set forth in applicable federal and state laws.

3. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments, applicable to the performance of this Agreement including without limitation laws that require Vendor to disclose any economic interest or relationship with Participant.

#### **V. TERM AND TERMINATION**

1. This Agreement shall remain in effect for a term of three (3) years, beginning September 1, 2022 and ending at midnight on August 31, 2025 unless otherwise terminated as provided herein. Except as provided herein, either party at any time may terminate this Agreement, with cause, by giving written notice of such termination to the other party at least ninety (90) days prior to the date on which the termination is to be effective, such date to be specified in the notice. Participant may terminate this Agreement without cause by giving written notice of such termination to Vendor at least ninety (90) days prior to the date on which the termination is to be effective, such date to be specified in the notice. If Vendor fails to meet the Service performance expectations or fails to make improvements to performance if it fails to meet expectations, Participant may terminate the Agreement pursuant to this Section.

2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Participant for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Participant’s obligations under it shall be extinguished at the end of any of Participant’s fiscal years in which Participant’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 the Agreement. Participant agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Participant of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

3. If this Agreement is terminated by either party, Vendor's Personnel may no longer provide patient care at Participant unless Vendor's Personnel have been individually granted clinical privileges or practice prerogatives by the medical or professional staff of Participant, and, if required by Participant, the parties have entered into a service agreement for the Service.

4. If the parties receive notice of any Government Action (defined below), the parties shall attempt to amend this Agreement in order to comply with the Government Action.

- i. If the parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one party notices the other of such fact.
- ii. For the purposes of this Section 3, "Government Action" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Participant, because of the arrangement between parties pursuant to this Agreement, if or when implemented, would: (1) revoke or jeopardize the status of any health Participant license granted to Participant or any affiliate of Participant; (2) prevent Vendor or any Vendor's Personnel from being able to access and use Participant or any affiliate of Participant; (3) constitute a violation of 42 U.S.C. Section 1395nn (commonly known as the Stark law) if Vendor or any Vendor's Personnel referred patients to Participant or any affiliate of Participant; (4) prohibit Participant or any affiliate of Participant from billing for services provided to patients referred to by Vendor or any Vendor's Personnel; or (5) subject Participant, Vendor, or any Vendor's Personnel, or any affiliate of Participant, or any of their respective employees or agents, to civil or criminal prosecution, on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement.
- iii. For purposes of this Section, "affiliate" shall mean any entity, which, directly or indirectly, controls, is controlled by or is under common control with Participant.

5. In the event of termination by either party, whether for cause or otherwise, Participant shall pay Vendor any fees due and owing through the termination date.

6. The termination provisions of this Section shall not be exclusive, but rather shall be in addition to any rights or remedies at law or in equity, or under this Agreement.

7. Upon any termination or expiration of this Agreement, Vendor and Vendor's Personnel shall immediately return to Participant all of Participant's property, including Participant's equipment, supplies, furniture, furnishings and patient records, which is in Vendor's or Vendor's Personnel's possession or under Vendor's or Vendor's Representative's control. In addition, upon any termination or expiration of this Agreement, Vendor shall, to the extent contemplated by the requirements of The Joint Commission, also cooperate with the Participant in maintaining continuity of care.

8. The provisions of this Agreement which, by their nature, must survive termination in order to be effective (such as, but without limitation, obligations to pay money and obligations to submit reports) shall be deemed to remain in effect after termination of this Agreement.

## **VI. COMPENSATION**

1. In consideration of the Services to be provided to Participant under this Agreement, Participant agrees to pay Vendor fees as outlined in Attachment 1, payable as described therein. Except as otherwise provided herein and the provisions of the Purchasing Agreement, the prices shall be effective throughout the term of the

Agreement however the prices shall increase annually upon the anniversary of the Agreement according to the CPI Medical Index not to exceed 3.5% per year.

2. Vendor shall submit, pursuant to Participant written requirements, detailed documentation which shows the dates, times, and types of Service provided. All hours of Vendor or Vendor's Personnel shall be verified by signature from an approved Participant representative. Invoicing will be done by the Vendor or Vendor's Personnel at least monthly and will be sent to the identified responsible party at Participant. Such invoices must be provided to Participant prior to receiving compensation stated herein.

Invoices are due and payable within thirty (30) days of receipt by Participant.

## **VII. INDEMNIFICATION AND INSURANCE**

1. Vendor hereby indemnifies and holds Participant harmless from and against any and all liability, losses, damages, claims, or causes of action, and expenses connected therewith (including reasonable attorneys' fees) caused, solely, by or as a result of the performance of Vendor or Vendor's Personnel of their duties hereunder. To the extent authorized by law, Participant hereby indemnifies and holds Vendor harmless from and against any and all liability, losses, damages, claims, or causes of action, and expenses connected therewith (including reasonable attorneys' fees) caused solely, by or as a result of the performance of Participant or Participant's personnel of their duties hereunder.

2. Each party shall maintain, at its own expense, worker's compensation with statutory limits, commercial, general and professional liability insurance or self-insurance for bodily injury, death and property loss and damage for claims, lawsuits or damages arising out of its performance under this Agreement or the negligent or otherwise wrongful acts or omissions by such party or any of its employees or agents. With the exception of workers compensation insurance, all such policies of insurance shall provide minimum limits of liability in the amount of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate.

## **VIII. MISCELLANEOUS**

1. **Entire Agreement.** Except for the terms of the Purchasing Agreement, this Agreement, with its Attachments, contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings whether written or otherwise between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No other understanding regarding the same Service provided by this Agreement shall be binding on the parties unless set forth in writing, signed and attached to this Agreement.

2. **Notice.** Any notices to be given under this Agreement shall be deemed given when in writing and hand-delivered or deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested, to the other party at the address set forth below or as the party may designate in writing:

To Vendor: Comprehensive Care Services  
45211 Helm Street  
Plymouth, Michigan 48170  
Attention: Chet Czaplicka  
Phone: 734-525-9712 ext.104

To Participant: University Medical Center (UMC) of Southern Nevada  
Attn: Legal Department  
1800 W Charleston Blvd.  
Las Vegas, NV. 89102  
  
Phone: 702-383-2000

3. **Amendment.** No amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by both parties.
4. **Assignment.** Vendor shall not assign this Agreement or any interest therein unless Participant agrees in writing to such assignment. Participant may unilaterally assign this Agreement to: (i) any successor entity which succeeds to all, or substantially all, of Participant's assets or which in any manner continues operation of Participant; or (ii) any organization which is related to Participant, directly or indirectly, by common ownership or control and which is organized for the purpose of operating one or more facilities. This Agreement shall be binding upon Participant and Vendor, as well as their respective successors and (to the extent permitted herein) assigns.
5. **Attorney's Fees.** In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorneys' fees.
6. **Partial Invalidity.** In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected. If such rights and obligations for either party are unreasonably affected, this Agreement may be terminated by the affected party upon the other party's receipt of notice of termination.
7. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of Participant and Vendor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Vendor's Representative or patient of Vendor or Participant.
8. **Confidentiality Requirements.** To the extent applicable to this Agreement, Vendor agrees to comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Standards"), and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Standards"), all as may be amended from time to time, and all collectively referred to herein as "Confidentiality Requirements." Vendor agrees to enter into any further agreements as necessary to facilitate compliance with Confidentiality Requirements, including, as required, a separate Business Associate Agreement incorporated herein by reference. Vendor agrees not to advertise, disclose or otherwise discuss or disclose this Agreement and its business relationship with Participant and/or its affiliates except as may be necessary to obtain advice and counseling from its attorneys, accountants or financial advisors or as may otherwise be required through legal process. Any violation of this provision shall be considered a material breach of this Agreement that confers upon Participant the right to terminate the Agreement immediately without further obligation to Vendor, except as provided herein, and to seek any other legal recourse available to it.
9. **Public Records.** Vendor acknowledges that Participant is a public county-owned Participant 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 Participant receives a demand for the disclosure of any information related to this Agreement which Vendor has claimed to be confidential and proprietary, Participant will immediately notify Vendor of such demand and Vendor shall immediately notify Participant of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify, defend and hold harmless Participant from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Vendor documents in Participant's custody and control in which Vendor claims to be confidential and proprietary. For the avoidance of any doubt, Vendor hereby acknowledges that this Agreement will be publicly posted for approval by Participant's governing body.
10. **Survival, Waiver.** All covenants, agreements, representations and warranties, including but not limited to those provisions regarding indemnification, warranty, liability and confidentiality, shall survive the termination of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely on the specific instance expressly stated.
11. **Exclusivity, No Solicitation.** In consideration of the promises made by Vendor under this Agreement, Vendor commitment to secure and obtain sufficient and trained technical staff and Vendor introduction of Participant

to Vendor employee/contractor base, technical expertise, technical abilities, industry and training, procedures and manner of doing business, which Vendor utilizes and deems crucial for the successful operation of its business, the Participant agrees:

- (i) during the term of this Agreement, Vendor shall be the exclusive provider of qualified individuals and services at the Facility.
- (ii) for one year following termination of this Agreement for any reason by either party, neither party shall knowingly hire any of the other party's staff without the prior written consent.

**VENDOR: Comprehensive Care Services**

**PARTICIPANT: University Medical Center (UMC)  
of Southern Nevada**

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

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

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

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

Title: Mason Van Houweling, Chief Executive Officer

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

## PROFESSIONAL SERVICES FEE SCHEDULE

### Description

1. **Monthly Perfusion Professional Service [90081].....\$ 64,500.00**  
 Includes:
  - Open Heart Service for On bypass [90999], Off bypass [91098], TAVR [92024], TAVR Converted to On-pump [90161], or Standby [90039]  
 Procedures up to **250** cases per year
  - Each Included Procedure > **250** per year shall be billed at.....\$ **1,250.00**
  - Auto-transfusion Professional Perfusion Services during Open Heart Procedures [91115]
  - Platelet Rich Plasma Professional Perfusion Service During Open-Heart Procedure [91224]
  - Intra-aortic Balloon Pump Professional Perfusion Service when required [90974]
  - Moderately complex point of care lab professional Service for open heart surgery (meeting or exceeding CAP, CLIA, and Joint Commission standards)
  - Provide data collection and quality assurance as deemed required for the Heart Program
  - Participation in committees recommended by Participant
  - Perfusion Departmental Management
  - Provision for up to 3.0 FTE; based on **EXHIBIT A**
  - On Call Coverage 24/7 365 days per year
  - Continuous quality improvement program **EXHIBIT B**
  - ECMO/ECLS services are not part of this monthly retainer. Please see numbers 4-6 below.
  - Vendor and Participant agree to amend this agreement to reasonably reflect any FTE requirement changes based on utilization and requested coverage; Furthermore, Vendor and Participant agree to meet annually to address FTE Requirements and Utilization.
  
2. **Platelet Rich Plasma (PRP) Professional Service (non open-heart) [90962] ..... \$ 475.00**  
 Includes one (1) each:
  - On Call Coverage 24/7 365 days per year
  - Professional Service Fee
  - Use of Capital Equipment including Warranty and PM
  - QA Program & Analytics
  
3. **Auto-Transfusion Professional Service Non-Open Heart (including standby) [91116] ..... \$ 475.00**  
 Includes one (1) each:
  - On Call Coverage 24/7 365 days per year
  - Professional Service Fee
  - Use of Capital Equipment including Warranty and PM
  - QA Program & Analytics
  
4. **E.C.L.S Professional Coordinator Monthly Retainer [90097].....\$48,750.00**  
 Includes:
  - Establish an ECLS Program at University Medical Center of Southern Nevada. Participant is required to join Extracorporeal Life Support Organization (ELSO) and participate in the collection and reporting of DATA to the ELSO registry. Membership fee required.

- Provision for 2.5 FTE for ECLS services, independent of the existing open-heart program. Services and availability 24 hours/day, 365 days/year. Includes ECLS Coordinator.
- ECLS Coordinator Duties:
  - Work with ECLS Medical Director in the development, organization, and sustainment of ECLS program.
  - Work with multidisciplinary ECLS Team including but not limited to: MDs, Critical Care Nurses, Perfusion, Respiratory Therapists, POCT Personnel, Lab Director, Quality Management Coordinator, Compliance Officers, Central Processing, Palliative Care, and Transport teams.
  - Assist in defining patient policies and procedures, indications and contraindications for initiation, termination and the clinical management of ECLS.
  - Development of Quality Assurance, Quality Improvement Policies and Procedures including chart reviews and scheduled ECLS meetings to review outcomes and complications.
  - Supervision and coordination of training for ECLS specialists, and all personnel involved with ECLS. Includes use of fidelity-based simulation.
  - Collection and reporting of DATA to ELSO.
  - Utilization of ELSO and/or Orrum reports in benchmarking outcomes and complications.
  - Coordination of application and attainment of ELSO Center of Excellence status.
  - Assist with supply chain management of inventory, disposables and hardware.
  - Annual review of ECLS program encompassing best practices and outcomes.
  - Continuing Education for credentialed ECLS Specialists per ELSO Guidelines:
  - Wet-laboratory and hands-on training
  - Fidelity-based simulation training
  - Quarterly competency skills checklist
  - Annual written examination
  - \*Per ELSO Training and Continuing Education Guidelines, frequency of continuing education should be based on the size of the team, and the annual volume of ECMO patients treated.
  - Service Coverage for (2) simultaneous patients. Should the Participant purchase additional hardware or wish to provide services for additional patients concurrently; Vendor & Participant agree to amend this agreement to reasonably reflect additional FTEs based on the proposed scope of additional hardware utilization.
  - Vendor and Participant agree to meet annually to address FTE Requirements and Utilization.
  - Includes up to 1500 Monitoring Hours (including preceptor hours). All monitoring Hours > 1500 or whenever > 2 concurrent patient monitoring in absence of an amended agreement covering concurrent monitoring shall be billed:  
ECLS Monitoring [91237].....\$175.00/hour/specialist

**5. ECLS Professional Training Course [91291].....\$18,250.00**

**Includes:**

- ECLS Training course consisting of comprehensive didactic lecture series; hands-on wet lab clinical training; as well as, fidelity-based clinical simulation training.
- ECLS training course includes up to twelve (12) trainees.
- ECLS Training program is specifically tailored to hospital's current policies and practice, ECLS equipment and supplies, and institutional needs.
- Participant to provide ECLS equipment and disposable set(s) for training sessions.
- Training of ECMO Specialists encompasses ELSO guidelines and recommendations for new ECLS specialist education.



- All ECLS trainees are identified and credentialed by Participant per institutional guidelines. Trainees must be endorsed by Participant prior to sitting ECMO without supervision.
- Does NOT include Bedside patient preceptorship.
- Bedside Preceptorship will be provided at ECLS hourly monitoring fee: [91237]
- Participant agrees to reimburse all reasonable travel (airfare, car rental, mileage) and lodging to the extent consistent with hospital travel policies, if required. Vendor shall be responsible for handling all logistics related to travel.

**6. ECLS Management Physician Workshop [91292].....\$19,750.00**

**Includes:**

- Two days of on-site ECLS didactic and simulation training sessions consisting of peer-to-peer physician and advanced practice provider education in ECLS Management.
- Includes up to twelve (12) participants.
- Sessions will consist of lecture specifically for physicians and hands-on skills sessions including a cannulation workshop.
- Training will be specifically tailored to hospital's current policies and practice, ECLS equipment and supplies, and institutional needs.
- Training will be provided by an experienced ECLS Physician contracted by Vendor.
- Includes planning calls with hospital team, identified ECLS physician and CCS ECLS Education Team to discuss training topics and approve training agenda prior to arrival on-site.

**Continual Medical Education Credits (CME) [91152] .....\$2,500.00**

- CME provided by Vendor and Joint Provider.

**7. Supplemental Coverage Surcharge [92265].....\$50.00/hr./Specialist**

**Includes:**

- Supplemental staffing for ECLS coverage exceeding allocated FTE requirements [90097]
- All reasonable travel (airfare, car rental, mileage) and lodging to the extent consistent Vendor's travel policies.
- Vendor shall be responsible for handling all logistics related to travel.

**8. ECLS Insertion Fee [91238].....\$1,250.00**

**9. ECLS Hourly Transport Fee [91023].....\$205.00/Specialist**

- Fee is applicable for Air/Ground transport to and from Hospital and partnering facilities; including any grounded time. Fee begins upon activation of ECLS Transport Team and terminates upon ECLS Transport Team return to hospital.
- Participant agrees to provide appropriate Flight Training: Including but not limited to Hospital Orientation, Aircraft and Safety Orientation, Day Flight and Medical Orientation, Night Flight and Medical Orientation.

- Participant agrees to provide aircraft-specific orientation prior to all patient transports.
- Vendor will select ECLS Transport Team members.

**10. Disaster Coverage (In House Per Hour) [91063]..... \$135.00/hr/person**

**11. Monthly Equipment Rental [91019] .....\$14,500.00**

Includes

- Equipment Listed on Exhibit C

**9. Miscellaneous disposable supplies.....Exhibit D price list**

- Consigned products as needed; provided, however, that Participant shall order replacement items necessary to maintain a constant level of inventory
- Product list may be revised from time to time by the parties as needed

## EXHIBIT A

### FTE Matrix – referenced in Monthly Perfusion Professional Service

Labor requirements at participant facility are calculated via the full time equivalent ("FTE") formula in table below.

	Procedures (A)	# Procedures (B)	Avg. Hrs.(C)	Personnel Required (D)	Labor Hours (E)	FTE (F)
a.	OHS	225	6.5	2.5	3,656	1.9
b.	OPCAB,TAVR, Standby	25	4.0	1.0	400	0.1
c.	Call Weeknights	260	8.0	1.0	2,080	0.2
d.	Call Weekends	52	48.0	1.0	2,496	0.3
e.	Account Management	52	20.0	1.0	1,040	0.6
f.	Total					3.1

### Open Heart Surgery ("OHS")

1. (B.a.) Enter the number of open heart procedures performed annually.
  2. (C.a.) Enter the average total procedure time (includes set-up to release) .
  3. (D.a.)\*\* Enter the number of perfusionist required per procedure per operating room ("OR").
    - Enter 1 for a primary perfusionist with no backup per OR.
    - Enter 1.5 for a primary perfusionist with backup on- site per OR.
    - Enter 2.0 for a primary perfusionist and secondary perfusionist per procedure (typically Pediatric, Robotic/MIS or any complex procedure requiring two (2) dedicated perfusionist) per OR.
- \*(OHS) Procedures types can be broken out by row (Aa., Ab., etc.); follow steps one through three (1 -3) for each row.
- \*\*CCS adheres to AmSECT Standards and Guidelines for Perfusion Practice 2013, Standard 2.4. (n+1, where n=# of operating rooms or number of simultaneous procedures).
4. (E.c.) Account management; please enter average hrs. per/week allocated for all departmental operations (i.e., quality meetings, Point of Care Testing ("POCT") quality control, etc.).
  5. Call Requirements: this calculation represents on-call requirements for twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Equivalent to two hundred sixty (260) weeknights and fifty-two (52) weekends.
    - (D.d.) Enter the number of perfusionist on call per weeknight (i.e., first call, second call, trauma, transplant, pedi, etc.).
    - (D.e.) Enter the number of perfusionist on call per weeknight (i.e. first call, second call, trauma, transplant, pedi, etc.).

### ATS/ PRP/ BMAC

6. (B.g..) Enter the number of ATS procedures performed annually outside of OHS.
7. (B.h..) Enter the number of PRP procedures performed annually outside of OHS.
8. (B.i..) Enter the number of BMAC procedures performed annually outside of OHS.
9. (C.g.-i..) Enter the average total procedure time (includes set-up to release).

**Cost per FTE shall be determined based on, but not limited to perfusionist experience necessary/requested based on Participant facility services required/acuity as mutual agreed and acceptable by Participant; and fair market geographic cost of perfusionist labor.**

## EXHIBIT B

### **Continuous Quality Assessment and Performance Improvement Activities:**

1. In order to provide the highest quality of patient care services and to comply with the Joint Commission requirement to measure and assess quality of outsourced patient care services, Participant and Company shall cooperate with each other's quality assessment and performance improvement activities, including ongoing evaluation of the quality and appropriateness of Company and Participants Services. The following specific measures will be established and monitored during the remaining term of this agreement:

- Patient K+ maintained  $\leq 7.5$  mEq
- Highest Glucose levels on CPB maintained  $\leq 200$
- Maintained SvO2 levels  $\geq 60\%$
- Maintained Cardiac Index  $\geq 1.6$
- Maintained MAP  $\geq 55$ mmHg

Specific targets for each of the above specific measures will be agreed upon by both parties on an annual basis.

Vendor to report the specific measures to Participant thirty (30) days after the end of each quarter.

As appropriate, the measures above may be revised or added to in order to support the highest quality of patient care services and to comply with Joint Commission requirements and will be mutually agreed upon by both Company and Participant.

### **Talis ACG-Perfusion: Perfusion Information Management System (PIMS) Subscription:**

**For Three (3) Operating Rooms.....Included**

#### **Talis ACG-Perfusion Subscription**

Includes (Per Operating Room):

- Talis 19" Touchscreen Workstation with Mounting brackets to attach to HLM
- MDiQ Hardware devices (1 for HLM and 1 for Anesthesia Deck); Includes all cables & connections
- Hospital HIT Integration: ADT, Surgery Schedule, additional interfaces as allowable
- Private, Secure Cloud Hosting
- 24/7 System Health: 24/7 Live User Support / Help Desk
- SLA Uptime Management
- On-going Maintenance

#### **Implementation Services provided**

- Project management and configuration advice
- Clinical workflow assessment & requirements analysis
- Guided configuration of test & production environments
- Technical consulting as needed for issues involving VM configuration, interface build, cloud architecture, or other technical requirements
- Installation & testing of workstations & MDIs
- Onsite, multi-modal end-user training
- Go-live support

**Hardware provided**

- All-in-one touchscreen workstation for intraoperative documentation
- Medical device integration appliance (MDI)
- All required adapters & cabling to connect medical devices to MDI
- Hardware required for wall-mounted, desk-mounted, or pump-mounted workstations
- Hardware required for MDI mounting in procedural areas and/or monitored beds
- Hot-swap workstation(s) and MDI(s) as appropriate

**System Health Support**

- 24/7 first-line support
- Proactive system monitoring using Talis remote system health technology
- Ongoing maintenance & support for system growth

*\*Additional Analytics Services can be provided and are not part of this agreement.*

## EXHIBIT C

### CAPITAL EQUIPMENT SCHEDULE TO BE PROVIDED BY COMPANY

QUANTITY	DESCRIPTION
3	Heart Lung Machines
3	NovaLung ECMO Consoles
5	Autotransfusion Machines

\*All maintenance, including PMs on equipment listed above shall be covered by Vendor. All equipment shall be maintained according to manufactures' recommendations and replaced before the manufacturer's stated end of life date.

\*Participate shall have the sole responsibility for cleaning and disinfecting the heater coolers in compliance with all applicable disinfection protocols and standards.

**EXHIBIT D**

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
80320	Cannula Art Std Flng 20fr	\$26.50
77520	Elongated Cannula 20 fr	\$45.00
77522	Elongated Cannula 22fr	\$45.00
77524	Elongated Cannula 24fr	\$45.00
77791	Custom Tubing Pack (Oxy, Cent Pump, AV Loop, HC, CP Circuit)	\$795.00
EZF21A	EZ Glide Aortic Cannula 21fr	\$45.00
4949	MC3 Soft Flow Extended Arterial Cannula 21Fr/7mm Vented	\$91.50
66128	Cannula 66128 SS Venous 28FR 10PK 17L	\$34.00
66130	Cannula 66130 SS Venous 30FR 10PK 17L	\$34.00
66132	Cannula 66132 SS Venous 32FR 10PK 17L	\$34.00
66134	Cannula 66134 SS Venous 34FR 10PK 17L	\$34.00
69324	Single Stage Venous Right	\$36.00
69328	28Fr RA Venous Cannula	\$36.00
TF024090	Venous Return Cannula Open Tip	\$32.00
TF028090	Venous Return Cannula 28fr Open Tip	\$32.00
TF292901	Two Stage Venous Return 29FR.	\$38.00
TF292902	Triple Stage Venous Return 29fr	\$38.00
91240	Mc2 Ven 32/40fr X 1/2	\$34.00
RTS-13129	29 X 37 X 37 fr Triple Stage Cannula	\$51.50
94113T	Cannula 94113T Gundry RCSP SIL MAN 13fr	\$87.00
94215T	Cannula Cardiopleg 15fr RCSP/Man. Inflate	\$87.00
94975	Cannula RCSP Ridged Cuff	\$87.00
RC2014	Retroplegia/Cardioplegia 14 fr>12.5 in	\$87.00
9108504	ATF 120 Fast Start Kit	\$130.00
9108484	ATS Suction Line	\$17.00
050300700	Revolution Centrifugal Blood Pump Coated	\$105.00
60053	Tubing 3/8 x 3/32 8ft	\$22.00
CDI510H	CDI 500 Sensor; Arterial Shunt Sarns/Terumo	\$128.00
029395000	Asy Vac Relief Check Valve 20	\$8.50
70346	Tubing 1/4 ID x 1/16 Wall-10ft XCoated	\$17.00
1CXFX15E	FX Oxy w/o Res	\$385.00
1CXFX25E	FX Oxy w/o Res-25	\$385.00
23-27-41	Mounting Pads Low Level	\$2.50
JACT+	Hemochron JR. ACT+ Cuvette	\$4.75
10061	Macro Suction Tube	\$15.50
12002	Vent Catheter Left Heart 20fr	\$23.50
12112	Intracardiac Sump 20fr Weighted	\$14.50
12113	Cannula Drainage Left Ventricle 13FR X 151	\$22.00
67520	Ven Rt PVC Cannula 20fr	\$30.00
10053	Suction Tube 10fr X3 20pk 10L	\$15.00



10052	Suction 10052 Tube 10FR X 6 20PK 10L	\$15.00
12016	Vent Catheter 16Ga	\$23.50
96530-017	Fem Perc Art Kit 17Fr	\$320.00
96530-019	Fem Perc Art Kit 19Fr	\$320.00
96530-021	Fem Perc Art Kit 21Fr	\$320.00
96880-019	Fem-Ven Cannula 19 fr	\$515.00
96880-021	Fem-Ven Cannula 21 fr	\$515.00
96880-025	Fem-Ven Cannula 25 fr	\$515.00
PIKV	Percutaneous Insertion Kit -Ven**DISCONTINUED***	\$55.00
96550	Fem Insertion Kit	\$55.00
0684-00-0568-01U	Sensation Plus 40CC IAB/Access	\$1,285.00
0684-00-0576-01U	Sensation Plus 50cc IAB/Access	\$1,285.00
0884-00-0019-22	IABP Insertion Kit Maquet 7.5 Fr	\$188.00
0884-00-0019-23	IABP Insertion Kit Maquet 8 Fr	\$188.00
1BBT030CB71	Trueflex 300ml Transfer Bag	\$4.25
1BBT100BB71	1000cc Blood Bag	\$5.75
BEQ-HMOD70000	Quadrox-iD Pediatric Oxygenator (701070397)	\$1,550.00
BEQ-HMOD3000	Quadrox-iD Oxygenator (701067859)	\$2,450.00
F32000004	NovaLung XLung Kit USA	\$9,750.00

## Business Associate Agreement

This Agreement is made effective the 1<sup>st</sup> of September 2022, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and \_\_\_\_\_, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

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

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

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

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

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

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

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

### I. DEFINITIONS

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

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

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

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

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

## **II. ACKNOWLEDGMENTS**

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

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

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

## **III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise

administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

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

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

#### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, 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.

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

COVERED ENTITY:

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

Mason Van Houweling

Title: CEO

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

BUSINESS ASSOCIATE:

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

Title: President/CEO

Date: 8-5-2022

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
<b>Number of Clark County Nevada Residents Employed: 0</b>						
<b>Corporate/Business Entity Name:</b> Comprehensive Care Services						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		45211 Helm Street		<b>Website:</b> www.ccsperfusion.com		
<b>City, State and Zip Code:</b>		Plymouth, Michigan 48170		<b>POC Name:</b> Chester Czaplicka		
				<b>Email:</b> cczapliaka@ccsperfusion.com		
<b>Telephone No:</b>		(734) 525-9582		<b>Fax No:</b> (734) 525-9582		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Victoria Czaplicka	Board Member	37%
Patricia Fanelli	Chief Clinical Officer	19%
Alexandria Czaplicka	Board Member	37%
Chester Czaplicka	President/CEO	4%

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

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

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

Signature  Print Name Chester Czaplicka

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

\_\_\_\_\_  
President / CEO  
Title

\_\_\_\_\_  
June 2, 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)

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**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

## AMENDMENT TO SERVICES AGREEMENT

Effective as of September 1, 2022, the "Amendment Effective Date") University Medical Center of Southern Nevada, hereinafter referred to as ("PARTICIPANT") and **Comprehensive Care Services, Inc.**, hereafter referred to as ("VENDOR"), having its principal place of business at 45211 Helm St. Plymouth, Michigan 48170, hereby agree to amend their Services Agreement for perfusion services (the Agreement), as follows:

### RECITALS

**WHEREAS** this Agreement is subject to the terms of the purchasing agreement between Vendor and HealthTrust Purchasing Group, L.P., dated April 1, 2019 ("Purchasing Agreement").

The Participant and Vendor have executed a Services Agreement with an effective date of September 1, 2022 (the Agreement).

The Participant and Vendor desire to amend the Service Agreement, V Term and Termination of the original Agreement.

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

- 1. Recitals.** The Recitals are a material part of this Amendment and are incorporated herein by reference.
- 2. Exhibit D Disposables:** Effective the Amendment Effective Date, both parties agree to amend and add disposables to Exhibit C, attached.

**Continuing Effect.** Except as modified by this Amendment, the terms and conditions of the original Agreements and Addendums remain in full force and effect.

**In Witness Whereof**, the parties have signed the Amendment as of the day and year first above written.

**VENDOR:**

**Comprehensive Care Services, Inc.**

**BY:** \_\_\_\_\_

**ITS: President and CEO**

**DATE:** \_\_\_\_\_

**PARTICIPATE:**

**University Medical Center  
of Southern Nevada**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT D****DISPOSABLES**

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
04273	A&A Line	\$ 11.50
10001K	Adapter Straight w/ clamp	\$ 7.00
10004	Adapter 10004 Y Type Perfusion 20PK 10L	\$ 9.00
13001	Adapter 13001 Ante Retro 10PK 10L	\$ 31.25
14000	Adapter 14000 Multiple Perf Set 10PK 10L	\$ 19.00
1BBT060CB71	600 cc Blood Transfer Bag	\$ 3.00
200-120	Vascular Dilator Kit	\$ 128.00
201005-000	Gish Needle	\$ 10.50
20012	12 Gauge Ao Root Needle	\$ 20.00
22150	Blower/Mister Kit 22150 Clearview 5P 15L	\$ 57.50
30010	Cannula Cor 10Fr	\$ 19.50
30012	Coronary Cannula 12Fr	\$ 19.50
30014	Coronary Cannula 14fr	\$ 19.50
30315	Cor Ostia Perf 15fr	\$ 47.25
30317	Cor Ostia Perf 17Fr	\$ 47.25
30320	Cor Ostia Perf 20Fr	\$ 47.25
31001	Cannula 31001 IMA 1mm 1.8	\$ 11.50
3408	3/8 Tubing 8ft	\$ 7.50
62556	Cardioplegia 4:1	\$ 120.00
627419201	Vegas Vent Line	\$ 19.50
627437702	ECMO PACK	\$ 295.00
68124	Cannula SS Venous Mall 24fr 17L	\$ 33.50
68128	28 Fr Malleable SS VE	\$ 33.50
68132	32 Malleable SS VE	\$ 33.50
68134	34fr Malleable SS VE	\$ 33.50
77520	Elongated Cannula 20 fr	\$ 44.00
77522	Elongated Cannula 22fr	\$ 44.00
77524	Elongated Cannula 24fr	\$ 44.00
91263C	Cannula Venous 32/40 Oval	\$ 36.00
91265C	Cannula Venous 36/46 Oval	\$ 30.00
9747-001	SenSmart Advanced Sensor Large; Long Cable Model 8004CA	\$ 85.00
AQ31F1SA	Pall Water Filter	\$ 99.25
E063	Vent Catheter 20fr	\$ 28.75
EZF21TA	EZ Glide Aortic Cannula	\$ 33.00
VT-89420	Vent 20Fr	\$ 25.00
SU-29602	Pericardial Sump WS 1/4	\$ 14.75
TF293702	Dual Stage Venous Return 29fr/37fr	\$29.00
VT-84413	LV Vent 13Fr	\$ 24.00

VT-89418	LV Vent 18Fr	\$ 25.00
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE  
AGENDA ITEM**

<b>Issue:</b> Interlocal Agreement with Clark County	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Interlocal Agreement with Clark County for Ryan White (Part A); authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

Fund Number: 5421.006 Fund Name: UMC – Patient Grant – RW  
Fund Center: 3000726300 Funded Pgm/Grant: N/A  
Description: HIV Prevention Activities Ryan White (Part A) based program  
CBE: N/A  
Term: October 1, 2022 – February 28, 2023; w/ 2 one-year option(s)  
Amount: Funding can change annually based on the award amount from HRSA, client need, agency performance and Planning Council priorities  
Out Clause: 90-day written notice w/o cause

**BACKGROUND:**

This request is for approval of a Interlocal Agreement between Clark County and UMC for Ryan White, Part A grant funding. Grant funds are provided by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Treatment Extension Act of 2009 known as the Ryan White HIV/AIDS Program (RWHAP). This funding is competitive and used to assist the development or enhancement of access to a comprehensive continuum of high quality, community-based care for low-income individuals living with HIV in Clark County and Nye County in Nevada and Mohave County in Arizona. As such, it supports the National HIV/AIDS Strategy (NHAS) goals of: 1) Reducing New HIV Infections; 2) Increasing Access to Care and Improving Health Outcomes for People Living with HIV; and 3) Reducing HIV-Related Disparities and Health Outcomes.

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

Cleared for Agenda  
August 24, 2022

Agenda Item #

**9**

## **RFQ NO. 606010-21**

### **INTERLOCAL AGREEMENT**

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA WELLNESS CENTER hereinafter referred to as "AGENCY" for Core Medical & Support Services for HIV/AIDS Infected & Affected Clients.

#### **WITNESSETH:**

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

WHEREAS AGENCY has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and local laws in order to conduct business relative to this AGREEMENT;

WHEREAS AGENCY has the personnel and resources necessary to accomplish the services as described in Article I, Scope of Work and;

WHEREAS AGENCY and COUNTY stipulate that total payment for services performed under this AGREEMENT by AGENCY cannot exceed the amount of funds appropriated annually;

WHEREAS all funds are dependent upon the Health Resources and Services Administration of the U.S. Department of Health and Human Services (hereinafter referred to as "HRSA") as a Transitional Grant Area (TGA) for Treatment Extension Act funding

NOW, THEREFORE, the parties mutually agree as follows:

#### **ARTICLE I: SCOPE OF WORK**

AGREEMENT sets forth the following scope of work: 5.1.1 Outpatient/Ambulatory Health Services (OAHS), 5.1.2 Oral Health Care (OHC), 5.1.3 Early Intervention Services (EIS), and 5.1.8 Medical Case Management (MCM), including Treatment Adherence Services.

##### **1.0 Overview**

1.1 The Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) is the largest Federal program focused exclusively on HIV/AIDS care. The program is for individuals living with HIV/AIDS who do not have sufficient health care coverage or financial resources for managing their HIV. The Ryan White legislation has been adjusted with each reauthorization to accommodate new and emerging needs, such as an increased emphasis on funding of core medical services and changes in funding formulas. Funds are provided by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Treatment Extension Act of 2009 known as the Ryan White HIV/AIDS Program (RWHAP). The HIV Emergency Relief Grant Program Part A: Eligible Metropolitan Areas/Transitional Grant Areas HRSA Announcement No: HRSA-17-030 Catalog of Federal Domestic Assistance (CFDA) No. 93.914. The Las Vegas Ryan White Transitional Grant Area (TGA) includes Mohave County, Arizona, Clark County and Nye County, Nevada.

This program is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$7,018,823 with 0% financed with non-governmental sources. For more information, please visit HRSA.gov.

## 2.0 Scope of Project

Clark County (COUNTY) is accepting applications for the:

- a. Ryan White HIV/AIDS Program, Part A; and
- b. Minority AIDS Initiative (MAI).

This funding is competitive and used to assist the development or enhancement of access to a comprehensive continuum of high quality, community-based care for low-income individuals living with HIV in Clark County and Nye County in Nevada and Mohave County in Arizona. As such, it supports the National HIV/AIDS Strategy (NHAS) goals of: 1) Reducing New HIV Infections; 2) Increasing Access to Care and Improving Health Outcomes for People Living with HIV; and 3) Reducing HIV-Related Disparities and Health Outcomes.

Funds are contingent upon receipt of Grant Award from Health Resources and Services Administration to Clark County.

## 3.0 Definitions and Common Abbreviations

**Acquired Immune Deficiency Syndrome (AIDS)** is the late stage of HIV infection that occurs when the body's immune system is badly damaged because of the virus. In the U.S., most people with HIV do not develop AIDS because taking HIV medicine every day as prescribed stops the progression of the disease. A person with HIV is considered to have progressed to AIDS when the number of their CD4 cells falls below 200 cells per cubic millimeter of blood (200 cells/mm<sup>3</sup>) or they develop one or more opportunistic infections regardless of their CD4 count. (In someone with a healthy immune system, CD4 counts are between 500 and 1,600 cells/mm<sup>3</sup>).

**AIDS Drug Assistance Program (ADAP)** is a state administered program authorized under Part B (formerly Title II) of the Title XXVI of the Public Health Service Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2009 (Ryan White Program) that provides Food and Drug Administration (FDA) approved medications to low-income individuals with HIV disease who have limited or no coverage from private insurance or Medicaid. ADAPs may also purchase insurance and provide adherence monitoring and outreach under the flexibility policy. *Note: In the State of Nevada, ADAP is referred to as the Nevada Medication Assistance Program (NMAP).*

**AIDS Education and Training Center (AETC)** are regional centers providing education and training for primary care professionals and other AIDS-related personnel. AETCs are authorized under Part F of the Ryan White HIV/AIDS Program and administered by the HRSA HIV/AIDS Bureau's Division of Training and Technical Assistance (DTT).

**Antiretroviral Therapy (ART)** is the treatment for HIV. ART involves taking a combination of HIV medicines (called an HIV treatment regimen) every day. ART is recommended for everyone who has HIV. ART can't cure HIV, but HIV medicines help people with HIV live longer, healthier lives. ART also reduces the risk of HIV transmission.

**CAREWare** is a free, electronic health and social support services information system for HRSA's Ryan White HIV/AIDS Program recipients and providers. CAREWare was developed by HRSA's HIV/AIDS Bureau and first released in 2000.

**Client** is used interchangeably with the terms "patient" and "consumer" in this scope of work.

**Clinical Quality Management (CQM)** is the coordination of activities aimed at improving patient care, health outcomes, and patient satisfaction. All Ryan White HIV/AIDS Program recipients are required to establish clinical quality management programs to assess the extent to which HIV health services are consistent with the most recent Public Health Service guidelines for the treatment of HIV disease and related opportunistic infections; and develop strategies for ensuring that such services are consistent with the guidelines for improvement in the access to and quality of HIV services.

**Core Medical Services:** Under the Ryan White HIV/AIDS Treatment Modernization Act of 2006, grantees receiving funds under Parts A, B, and C (formerly Titles I, II and III) must spend at least 75 percent of funds on core medical services. For the Las Vegas TGA, fundable service categories approved by the Las Vegas TGA Planning Council include: outpatient and ambulatory health services; oral health; early intervention services; health insurance premium and cost sharing assistance; mental health services; medical nutritional therapy; medical case management, including treatment adherence services; and outpatient substance abuse treatment services.

**Culturally and Linguistically Appropriate Services (CLAS):** The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (The National CLAS Standards) aim to improve health care quality and advance health equity by establishing a framework for organizations to serve the nation's increasingly diverse communities. CLAS is a way to improve the quality of services provided to all individuals, which will ultimately help reduce health disparities and achieve health equity. CLAS is about respect and responsiveness: Respect the whole individual and Respond to the individual's health needs and preferences.

**Health Resources and Services Administration (HRSA) and the HIV/AIDS Bureau (HAB):** The U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) administers The Ryan White Program.

**Human Immunodeficiency Virus (HIV)** is a virus that attacks cells that help the body fight infection, making a person more vulnerable to other infections and diseases. It is spread by contact with certain bodily fluids of a person with HIV, most commonly during unprotected sex (sex without a condom or HIV medicine to prevent or treat HIV), or through sharing injection drug equipment. If left untreated, HIV can lead to the disease AIDS.

**Minority AIDS Initiative (MAI):** Created in 1998 in response to growing concern about the impact of HIV/AIDS on racial and ethnic minorities in the United States, MAI provides funding across several Department of Health and Human Service (DHHS) agencies/programs, including Ryan White, to strengthen organizational capacity and expand HIV-related services in minority communities. The Ryan White component of the MAI was codified in the 2006 reauthorization. Funds are awarded by HRSA as part of the Ryan White HIV/AIDS Program, Part A award to provide core medical and related support services to improve access and reduce disparities in health outcomes in metropolitan areas hardest hit HIV/AIDS.

**Personnel**, as utilized in this scope of work, includes management/leadership, employees, volunteers and contractors.

**People With HIV/AIDS (PWH)** refers to infants, children, adolescents, and adults who have HIV.

**Planning Councils** are charged with determining the size and demographics of the population, determining the needs of the population, establishing priorities, developing comprehensive plans, assessing the efficiency of administrative mechanisms, participating in the development of the statewide coordinated statement of need, establishing methods of obtaining input, and coordinating with Federal grant recipients that provide HIV-related services.

**Plan, Do, Study, Act (PDSA) Model for Improvement** is a four-step process for quality improvement.

- The first step (plan): develop an objective with questions and predictions.
- The second step (do) carry out the plan on a small scale and document the process.
- The third step (study), analyze the data, compare it to the "plan" section and document the process.
- The fourth step (act), adapt to the new process, abandon it, or revise and begin the cycle again.



**Payer of Last Resort:** By statute, the RWHAP funds may not be used for any item or service “for which payment has been made or can reasonably be expected to be made” by another payment source. At the individual client level, this means that grantees must assure that funded providers make reasonable efforts to secure non-RWHAP funds whenever possible for services to individual clients. Consistent with past communication from HRSA/HAB, grantees and their contractors are expected to vigorously pursue Medicaid enrollment as well as other funding sources (e.g., Medicaid, CHIP, Medicare, state-funded HIV/AIDS Programs, employer-sponsored health insurance coverage, and/or other private health insurances, etc.) to extend finite Part A grant resources to new clients and/or needed services, and that such eligibility is consistently assessed, and enrollment pursued.

In cases where the operations of the Part A Program and/or its eligibility determinations are made through a sub-contractual relationship, the assurance that Ryan White program funds remain the payer of last resort should be maintained. Contractors with the authority to conduct eligibility should also perform insurance verification, and make every effort to identify primary payer verifications. Such actions will reinforce the integrity of the Part A funds being spent on clients identified as eligible.

The Ryan White Program is the payer of last resort; with the exception of persons with HIV/AIDS who are eligible to receive benefits or services through the Indian Health Service or the Department of Veterans Affairs. These people are also eligible for Ryan White Program services and can choose to access the Ryan White Program for their care, rather than accessing services for the Indian Health Service or the Department of Veterans Affairs.

**Provider** includes the terms "service provider", "agency", "organization", "applicant" and "subrecipient".

**Program Income** means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR 75.307(f). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, licenses fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulation, or the terms and conditions of the federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

**Quality Improvement (QI)** entails the development and implementation of activities to make changes to the program in response to the performance data results. To do this, recipients are required to implement quality improvement activities aimed at improving patient care, health outcomes, and patient satisfaction.<sup>10</sup> Recipients are expected to implement quality improvement activities using a defined approach or methodology (e.g., model for improvement<sup>11</sup>, Lean<sup>12</sup>). Quality improvement activities should be implemented in an organized, systematic fashion. As a result, the recipient is able to understand if specific changes or improvements had a positive impact on patient health outcomes or were indicative of further necessary changes in RWHAP funded services. All quality improvement activities should be documented. Recipients should conduct quality improvement activities within at least one funded service category at any given time.

**Recipient** (formerly referred to as the grantee) refers to the COUNTY, specifically the Office of HIV at Clark County Social Service, to which grant funds from HRSA are directly awarded.

**The Ryan White HIV/AIDS Program (RWHAP)** provides a comprehensive system of HIV primary medical care, essential support services, and medications for low-income people with HIV. The program funds grants to states, cities, counties, and local community-based organizations to provide care and treatment services to people with HIV to improve health outcomes and reduce HIV transmission among hard-to-reach populations.

More than half of people with diagnosed HIV in the United States receive services through the Ryan White HIV/AIDS Program each year. That means more than half a million people received services through the program.

Over the last three decades, HRSA's Ryan White HIV/AIDS Program has played a critical role in the United States' public health response to HIV. What was once a deadly disease is now a manageable, chronic condition, if there is access to high-quality health care, support, and appropriate medical treatment. In 2019, 88.1 percent of Ryan White HIV/AIDS Program clients were virally suppressed, exceeding the national average of 64.7 percent.

The Ryan White HIV/AIDS Program is administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB). HRSA's Ryan White HIV/AIDS Program is divided into five Parts, following from the authorizing legislation.

- **Part A** funds medical and support services to Eligible Metropolitan Areas (EMAs) and Transitional Grant Areas (TGAs). EMAs and TGAs are counties/cities that are the most severely affected by the HIV/AIDS epidemic.
- **Part B** administers funds for states and territories to improve the quality, availability, and organization of HIV health care and support services. Recipients include all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, and the six U.S. Pacific territories/associated jurisdictions. In addition, Part B also includes grants for the AIDS Drug Assistance Program (ADAP).
- **Part C** administers funds for local community-based organizations to provide comprehensive primary health care and support services in an outpatient setting for people with HIV through Early Intervention Services program grants. Part C also funds Capacity Development grants, which help organizations more effectively deliver HIV care and services.
- **Part D** administers funds for local, community-based organizations to provide outpatient, ambulatory, family-centered primary and specialty medical care for women, infants, children and youth with HIV. Part D funding may also be used to provide support services to people living with HIV and their affected family members.
- **Part F** funds support clinician training, dental services, and dental AGENCY training. In addition, Part F funds the development of innovative models of care to improve health outcomes and reduce HIV transmission.

**The Ryan White HIV/AIDS Treatment Modernization Act of 2009:** The Ryan White CARE Act, "Title XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2009", or "Ryan White Program" is the single largest federal program designed specifically for people with HIV/AIDS. First enacted in 1990, it provides care and treatment to individuals and families affected by HIV/AIDS. The Ryan White Program has five parts: Part A (formerly Title I) funds eligible metropolitan areas and transitional grant areas, 75 percent of grant funds must be spent for core services; Part B (formerly Title II) funds States/Territories, 75 percent must be spent for core services; Part C (formerly Title III) funds early intervention services, 75 percent must be spent for core services; Part D (formerly Title IV) grants support services for women, infants, children & youth and Part F comprises Special Projects of National Significance, AIDS Education & Training Centers (AETCs), Dental Programs and the Minority AIDS Initiative.

**The Ryan White HIV/AIDS Program Services Report (RSR)** is a client-level data reporting requirement that monitors the characteristics of Ryan White HIV/AIDS Program Parts recipients, providers, and clients served. All Ryan White HIV/AIDS Program-funded recipients Parts A-D and their contracted service providers (subrecipients) are required to report client-level data annually to the HIV/AIDS Bureau through the RSR. The client-level data reported by recipients and subrecipients is used to monitor health outcomes of clients living with HIV receiving care and treatment services through program recipients and subrecipients; address the impact of HIV in communities disproportionately affected, by assessing organizational capacity and service utilization; monitor the use of the Ryan White HIV/AIDS Program to appropriately address HIV in the United States; and track progress toward achieving the goals identified in the National HIV/AIDS Strategy: Updated to 2020.

**Ryan White Integrated Statewide Eligibility (RWISE)** is a web-based interface developed by TriYoung, Inc. that uses the CAREWare database to provide an interface for eligibility teams to receive, review and process eligibility for the Ryan White Program. The interface is built using the standard program interface available for CAREWare along with direct data access as needed for the custom areas of CAREWare.

**Special Projects of National Significance (SPNS)** - Program supports the development of innovative models of HIV care and treatment in order to quickly respond to emerging needs of clients served by Ryan

White HIV/AIDS Programs.

**Supportive Services:** Under the Ryan White HIV/AIDS Treatment Modernization Act of 2006, grantees receiving funds under Parts A, B, and C (formerly Titles I, II and III) must spend no more than 25 percent of service dollars on support services. For the Las Vegas TGA, fundable service categories approved by the Las Vegas TGA Planning Council include: emergency financial assistance, food bank/home-delivered meals, health education/risk reduction, medical transportation services, psychosocial supportive services.

**Viral Suppression** is defined as having less than 200 copies of HIV per milliliter of blood. If taken as prescribed, ART reduces the amount of HIV in the body (viral load) to a very low level which keeps the immune system working and prevents illness.

#### **4.0 Target Population and Eligibility Criteria:**

The principal intent of the RWHAP is to provide services to PWH, including those whose illness has progressed to the point of clinically defined AIDS. Ryan White funds are intended to support only the HIV-related needs of eligible individuals. AGENCY will ensure that assistance provided under the Ryan White Program may only be used for services necessary to facilitate a person living with HIV to access and remain engaged in HIV medical care and treatment and for supportive services that directly benefit the health of, or is related to the HIV positive status of an individual.

The Las Vegas Transitional Grant Area (TGA) Ryan White Part A program is an established part of a HIV service continuum which supports a cadre of medical and support services for people with HIV who meet specific eligibility requirements. To be eligible for Ryan White Part A CORE MEDICAL, SUPPORTIVE and MAI services in the Las Vegas TGA the following requirements must be met:

1. Proof of Diagnosis: Verifiable documentation of HIV Status
2. Proof of Residence: Documented evidence that demonstrates the individual resides in one of the following counties: Clark County, Nevada; Nye County, Nevada; or Mohave County, Arizona
3. Proof of Income: Must have a gross income at or below 400% of the most current Federal Poverty Level (FPL) guidelines.

The following persons may apply for services: any individual seeking services; the individual's legal guardian; a person designated in the individual's medical power of attorney (i.e., their court-appointed representative or legal representative). Proper documentation must be collected at initial determination and re-determination to verify guardianship or medical power of attorney.

#### **5.0 Services**

The purpose of this section is to provide a description of how AGENCY plans to utilize the allocated funding to provide the highest quality of service based on the HHS Treatment Guidelines, the Health Resources and Services Administration (HRSA) mandated core and support service categories, the Las Vegas TGA Planning Council-approved Service Standards and the HSRA-required National Monitoring Standards to meet the client's need(s).

Listed below (5.1 and 5.2) are the Core Medical and Support Service categories deemed fundable by the Health Resources and Services Administration (HRSA) and approved by the Planning Council to be fundable in the Las Vegas TGA. Please note that the service categories have been separated by HRSA as "Core Medical and Support Services."

**RESPONDENT may submit a proposal for one and up to all services listed in Section 5.1 through 5.3 of this scope of work. The Conceptual Treatment of Project and Work Plan template is required for EACH service for which the RESPONDENT is applying.**

**Refer to the Las Vegas TGA Planning Council approved Service Standards for each service category for a description of the required level of service and service category requirement(s) at <https://lasvegastga.com/standards/>.**

#### **5.1 Core Medical Service Categories:**

### 5.1.1 Outpatient/Ambulatory Health Services (OAHS)

*Description:* Outpatient/Ambulatory Health Services are diagnostic and therapeutic services provided directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, and mobile vans where clients do not stay overnight. Emergency room or urgent care services are not considered outpatient settings. Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing, including laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Pediatric developmental assessment
- Prescription, and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis

### 5.1.2 Oral Health Care (OHC)

*Description:* Oral Health Care services provide outpatient diagnostic, preventive, and therapeutic services by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

### 5.1.3 Early Intervention Services (EIS)

*Description:* The elements of EIS often overlap with other service category descriptions; however, EIS is the combination of such services rather than a stand-alone service. RWHAP recipients should be aware of programmatic expectations that stipulate the allocation of funds into specific service categories.

RWHAP Parts A and B EIS services must include the following four components:

- Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV-infected;
  - Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts.
  - **HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources**
- Referral services to improve HIV care and treatment services at key points of entry;
- Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care; and
- Outreach Services and Health Education/Risk Reduction related to HIV diagnosis.

### 5.1.8 Medical Case Management, including Treatment Adherence Services (MCM)

*Description:* Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Key activities include:

- Initial assessment of service needs;
- Development of a comprehensive, individualized care plan;
- Timely and coordinated access and linkage to medically appropriate levels of health and support services and continuity of care;
- Continuous client monitoring to assess the efficacy of the care plan;
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary;
- Ongoing assessment of the client's and other key family members' needs and personal support systems;
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments;

Client-specific advocacy and/or review of utilization of services.

In addition to providing the medically-oriented services above, MCM may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through health insurance marketplaces/exchanges).

**Additional Information related to use of Gift Cards (pertains to any service listed in 5.1 through 5.3)**

Ryan White HIV/AIDS Program (RWHAP) funds may not be used to make cash payments to clients of RWHAP-funded services. This prohibition includes cash incentives and cash intended as payment for RWHAP core medical and support services.

Where direct provision of a service is not possible or effective, the following must be used:

- Store gift cards (can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are allowable as incentives for eligible program participants)
- Vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation).

General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are unallowable.

AGENCY must include in the Conceptual Treatment of Project and Work Plan, if applicable, the method which the administration of the voucher and/or store gift card programs will assure that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards.

**Unallowable Costs under all service categories (pertains to any service listed in 5.1 through 5.3)**

Other unallowable costs include: clothing; employment and employment-readiness services; funeral and burial expenses; Pre-Exposure Prophylaxis (PREP); non-occupational Post-Exposure Prophylaxis (PEP); material designed to promote or encourage, directly, intravenous drug use or sexual activity; international travel; purchase or improvement of land, purchase-construction-or permanent improvement of any building or other facility and property taxes.

## **6.0 Responsibilities of AGENCY**

The purpose of this section is to provide a description of how the AGENCY is expected to utilize the allocated funding to provide the highest quality of service based on HRSA HAB guidelines and monitoring standards set forth to meet the necessary service provisions of the grant.

**A. Program Administration, Development and Operations** - The AGENCY shall:

- Ensure that, at minimum, the following personnel participate in AGENCY Orientation and subsequent refreshers provided by the COUNTY: executive leadership; fiscal leadership/staff; and program leadership.
- Ensure the PROGRAM is operated in accordance with:
  - [Ryan White HIV/AIDS Program legislation](#).
  - [HIV AIDS Bureau \(HAB\) Policy Clarification Notices \(PCNs\) and Program Letters](#).
  - Applicable [Service Standards and Policies and Procedures](#) of the Las Vegas Transitional Grant Area;
  - Common Guidance Documents applicable to all Ryan White Parts in Nevada including but not limited to: [CGD 17-06 Grievance Protocol Guidance](#); [CGD 18-01 Eligibility & Enrollment](#); and [CGD 20-01 Payer of Last Resort](#) (for Clark and Nye AGENCY'S); and any similar guiding documents in Arizona for Mohave County AGENCY'S.
  - HAB National Monitoring Standards ([Universal](#), [Fiscal](#) and [Part A Program](#))
  - Conditions of Award (COA) set forth by HRSA;
  - Terms and conditions set forth by HRSA in the applicable Notice of Funding Opportunity (NOFO);
  - Applicable Revised Statutes and Administrative Codes for Nevada and/or Arizona, dependent upon the location of the AGENCY;

- All other applicable federal, state and local regulations.
- Ensure that the AGENCY, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- Employ personnel with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios. Staffing should be comprised of a multi-disciplinary team.
- Maintain documentation of personnel licenses and certifications required by service standards, AGENCY'S policies and procedures, and/or the personnel member's discipline.
- Implement Administrative Safeguards and internal controls to prevent use or disclosure of protected Health Information as defined in the HIPAA Rules to protect and secure the confidentiality, integrity and availability of Electronic Protected Health Information (45 CFR 164.308, 164.210 and 164.312) in accordance with 45 CFR 164.316.
- Notify COUNTY of any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system ("Security Incident") within 24 hours of discovery of the incident.
- Implement CLAS standards in policy and practice to ensure services are provided in a manner that is culturally and linguistically appropriate. Additional information about CLAS standards and implementation guidance can be found at <https://thinkculturalhealth.hhs.gov/>.
- Ensure, to the maximum extent practicable, that PWH are involved, through employment, provision of volunteer services, and/or provision of supportive services.
- Build organizational and personnel capacity by using and cultivating understanding of program requirements through web-based resources, modules, manuals, materials and videos available on the Las Vegas TGA website's [Learning Portal](#) and "Sub Award Resources" section.
- Request support and technical assistance from the COUNTY as needed.
- Ensure all appropriate personnel have received training in the following subjects, at a minimum:
  - Within 30 days after start date during AGENCY'S's orientation of new personnel and through self-study, personnel shall develop adequate operational knowledge of:
    - Ryan White Part A Service Standards, as applicable to the position
    - Nevada Ryan White Eligibility Manual
    - Ryan White Part A Referral Policy
    - Ryan White Part A Reference Manual
    - Subrecipient Policy and Procedure Manual
    - HRSA CAREWare tutorials
  - Within 30 days after start date, and annually thereafter, personnel shall participate in training regarding:
    - HIPAA Compliance
  - Within 90 days after start date, and as needed thereafter, personnel shall participate in training provided by the COUNTY regarding:
    - Introduction to the Ryan White HIV/AIDS program
    - Use of CAREWare
    - Use of RWISE
    - Ryan White Program Eligibility
  - In addition, appropriate personnel shall attend educational trainings to increase staff knowledge about current issues relating to HIV care, subjects to include but not limited to:
    - Evidence-Based Best Practices, as relevant to the position;
    - Medical Mistrust;
    - Diversity/Multicultural Awareness/Cultural Competency/Cultural Humility;
    - Motivational Interviewing;
    - Crisis Intervention/De-escalation;
    - Harm Reduction;
    - Trauma Informed Care;
    - Suicide Prevention;
    - Mental Health First Aid;
    - Defensive Driving, offered by the COUNTY (at minimum, for personnel

- that operate a County-owned vehicle); and
  - CPR and First Aid (at minimum for personnel responsible for transporting clients).
- Ensure that training on all required subjects has been provided to all existing and new personnel within the designated timeframes and prescribed intervals, thereafter, including refresher and recertification trainings as recommended by the training source. Training must be delivered by sources that possess expertise in the subject matter. Documentation of training on all mandated subjects must be submitted to the COUNTY upon request.
- Maintain ongoing active participation in Provider and Action Planning Group (APG) meetings.
- Submit deliverables current for each grant year within 60 days of request from COUNTY, including but not limited to:
  - DUNS number or Unique Entity Identifier (UEI);
  - SAM Registration;
  - List of Board Members;
  - Annual Fiscal Funding Summary;
  - Most Current Financial OMB 133 Financial Audit;
  - Medicare/Medicaid Certification Numbers;
  - Proof of Insurance for County-owned;
  - Equipment Inventory Purchased with Ryan White Grant Funds;
  - IRS 501(c)3 Exempt Organization Affirmation Letter;
  - Federally Negotiated Indirect Cost Rate Agreement;
  - Certificate Workers' Compensation Coverage; and
  - Certificate of Liability Insurance.
- Ensure that incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

**B. *Data, Reporting and Clinical Quality Management (CQM)* - The AGENCY shall:**

- Commit to advancing the quality of services throughout the Las Vegas TGA, by prioritizing ongoing involvement and leadership in the Las Vegas TGA's Clinical Quality Management (CQM) program. Demonstration of this commitment shall include:
  - Developing an operational understanding of [HRSA PCN 15-02](#), [HRSA PCN 16-02](#) and Las Vegas TGA CQM Annual Plan.
  - Designation of a member of personnel to serve as the AGENCY'S's CQM representative and selection of an alternate for occasions when the primary designee is unavailable.
  - Ensuring that CQM representatives consistently prioritize CQM as a part of their ongoing job responsibilities.
  - Supporting the development and implementation of the annual CQM plan, program monitoring documents and other resources needed to ensure services adhere to HIV/AIDS treatment guidelines and established clinical practices.
  - Ongoing, active participation in:
    - CQM-related meetings, trainings, technical assistance, and capacity-building activities;
    - Jurisdictional and agency-specific quality improvement projects;
    - PDSA cycles;
    - Timely responses to requests for data, reports and CQM-related assignments; and
    - Delivering presentations about data, performance measures and insight gained through QI projects and PDSA cycles,
- Ensure personnel consistently document services in CAREWare within two (2) business days of the service being provided to facilitate complete documentation of client services, timely referrals, accuracy in data reporting and to monitor progress on performance measures.
- Notify the COUNTY within one (1) business day when a member of personnel, who is also a CAREWare user, separates from the agency so their account can be disabled, thereby helping to safeguard protected health information.

- Actively participate in compliance monitoring conducted by the COUNTY. COUNTY will evaluate the AGENCY'S performance under this contract on a regular basis. Such evaluation shall include assessing the AGENCY'S compliance with applicable federal, state and local regulations and statutes; all contract terms; and performance measures. The frequency of monitoring may be monthly, quarterly, semi-annually, and/or annually.
- Ensure, that at each location where services are provided, there is a locked suggestion box easily accessible to clients to submit input, including grievances. AGENCY must also ensure grievance forms are available to clients in an area they can access without needing permission.
- Develop and implement a plan to facilitate client feedback on the design, delivery and quality of services, which must include client satisfaction surveys at intervals throughout care; and at least one of the following: development of a client advisory council which shall meet on a regular basis to discuss service delivery issues; and/or regularly scheduled opportunities to meet with agency leadership to discuss programs. AGENCY will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly.
- With the support of the COUNTY, submit reports required by HRSA, including the RWHAP Services Report (RSR).
- Submit quarterly reports to the COUNTY which shall include:
  - Narrative description of the PROGRAM'S progress toward accomplishing goals, objectives and program activities;
  - Data and analysis related to performance measures established in this Scope of Work;
  - Data and analysis related to patient feedback obtained during the quarter;
  - A log of client grievances received during the reporting period, including copies of the grievances and documentation on how the grievance was resolved;
  - Current organizational chart; and
  - Updated list of contacts.

**C. *Fiscal* - The AGENCY will:**

- Submit to COUNTY's authorized representative a monthly Request for Reimbursement by the 15<sup>th</sup> calendar day of each month for the previous month's services.
- Establish such fiscal and accounting procedures necessary to ensure:
  - The proper disbursement of, and account for grant funds in order to ensure that all financial transactions are conducted.
  - Maintain financial records pertaining to all matters relative to the Scope of Work in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion or termination of this Scope of Work, whichever comes first.
  - Delineate how multiple funding sources for services are allocated appropriate for its designated intended service. All such records relating to any analysis or audit performed relative to this Scope of Work shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved.
  - In the event that AGENCY no longer operates within the Las Vegas Transitional Grant Area (Clark County, NV; Nye County, NV or Mohave County, AZ), it shall be required to deliver a copy of all records relating to this Scope of Work with the COUNTY to be retained by the COUNTY and AGENCY.
- Not use Ryan White HIV/AIDS Program (RWHAP) funds for any item or service "for which payment has been made or can reasonably be expected to be made" by another payment source, in alignment with the HRSA regulations. Additionally, AGENCY will:
  - If providing insurance-reimbursable services, actively and diligently pursue opportunities to become a provider of those services through health insurance products, especially those most available and accessible to RWHAP clients;
  - Make reasonable efforts to identify, secure and exhaust non-RWHAP funds whenever possible before utilizing Ryan White Program Funds for core medical and supportive services;



- Ensure that eligible individuals are encouraged, referred, and assisted in enrolling in other private and public service programs and that such eligibility is consistently assessed, and enrollment pursued. This includes actively engaging uninsured and underinsured clients annual open enrollment and any special enrollment periods;
  - Coordinate with all Ryan White Program Parts (Parts A, B, C and D) when similar service is provided to avoid duplication of services or payments;
  - When a Ryan White client receives services that are covered by their existing insurance coverage/benefits and/or assistance program, first bill that other payer source prior to utilizing Ryan White resources.
  - Retroactively bill other payer sources for covered services.
  - Screen each client to determine if they are eligible to receive services through other programs at time of eligibility or reassessment, and prior to any referrals made to other Ryan White core medical and/or support services.
- Pursuant to [HRSA Policy Clarification Notice 15-03](#) (Clarification regarding the Ryan White HIV/AIDS Program and Program Income), all gross income earned by a AGENCY that is directly generated by a Ryan White Part A supported activity or earned as a result of a Ryan White Part A activity will be monitored and tracked for identity of the source, amount earned and expenditures of the income. AGENCY is required to provide:
    - Program Income Expected Budget: AGENCY shall submit this to the COUNTY when Annual Budgets are due. This is an estimate only, of the sources and amounts that AGENCY may receive.
    - Program Income Quarterly Report: AGENCY shall submit this to the COUNTY, which shall include actual amounts of program income earned during the reporting period and:
      - Sources of program income;
      - The amount of program income received from each source;
      - Amount of program income expended;
      - How program income funds were spent;
      - Amount of unspent program income at the end of the reporting period.
    - Program Income Annual Report: AGENCY shall submit this to the COUNTY, which shall include actual amounts of program income earned during the grant year and:
      - Sources of program income;
      - The amount of program income received from each source;
      - Amount of program income expended;
      - How program income funds were spent;
      - Amount of unspent program income at the end of the grant year.

## 7.0 Service Category Requirements and Performance Measures

Performance measurement is the routine collection and analysis of data. A successful program translates into viral suppression. Performance measures are required, at minimum, for any Service Category utilized by 15% or more of clients in the Las Vegas TGA. Performance measures shall be defined by the COUNTY and included in contracts for AGENCYs funded to provide these services that meet this criterion.

**AGENCY shall provide Outpatient/Ambulatory Health Services**, as defined by HRSA in section 5.1.1 of this scope of work:

**AGENCY** shall render services in accordance with the following requirements:

- A minimum of **1,500** unduplicated clients shall receive **Outpatient Ambulatory Health Services** during the award period.
- A minimum of **375** service units shall be provided each month during the award period in **Outpatient Ambulatory Health Services**.
- **AGENCY** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **AGENCY** shall report to **COUNTY** the WICY population served upon request.
- **AGENCY** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

**AGENCY** shall comply with the Program Goals and Measures as defined below:

Program Goals – Outpatient/Ambulatory Health Services	Performance Measure	Target Percentage	Source
Agency Compliance	Agency shall engage in continuous quality improvement efforts to maintain and improve compliance with all components of the HRSA National Monitoring Standards; Las Vegas TGA service standards and policies & procedure; and this interlocal agreement with Clark County.	N/A	CAREWare, Chart Review, Agency Documentation, Monitoring Records
Undetectable Equals Untransmittable (U=U) Education	Percentage of clients with HIV infection who were provided documented education about U=U.	90%	CAREWare/Chart Review
Viral Suppression	Percentage of clients with diagnosed HIV infection whose most recent viral load test in the calendar year showed that HIV viral load was suppressed. Viral suppression is defined as a viral load test result of <200 copies/mL at the most recent viral load test.	90%	CAREWare/Chart Review
Retention in Care	Percentage of clients with diagnosed HIV infection who had two care visits that were at least 90 days apart during the calendar year, as measured by documented test results for CD4 count or viral load, as well as documented services.	90%	CAREWare/Chart Review

**AGENCY shall provide Oral Health Care**, as defined by HRSA in section 5.1.2 of this scope of work: Oral Health Care services provide outpatient diagnostic, preventive, and therapeutic services by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

**AGENCY** shall render services in accordance with the following requirements:

A minimum of **30** unduplicated clients shall receive **Oral Health Care** services during the award period.

- A minimum of **5** service units shall be provided each month during the award period in **Oral Health Care**.
- **AGENCY** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **AGENCY** shall report to **COUNTY** the WICY population served upon request.
- **AGENCY** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

**AGENCY** shall comply with the Program Goals and Measures as defined below:

Program Goals – Oral Health Care	Performance Measure	Target Percentage	Source
Agency Compliance	Agency shall engage in continuous quality improvement efforts to maintain and improve compliance with all components of the HRSA National Monitoring Standards; Las Vegas TGA service standards and policies & procedure; and this interlocal agreement with Clark County.	N/A	CAREWare, Chart Review, Agency Documentation, Monitoring Records
Undetectable Equals Untransmittable (U=U) Education	Percentage of clients with HIV infection who were provided documented education about U=U.	90%	CAREWare/Chart Review
Viral Suppression	Percentage of clients with diagnosed HIV infection whose most recent viral load test in the calendar year showed that HIV viral load was suppressed. Viral suppression is defined as a viral load test result of <200 copies/mL at the most recent viral load test.	90%	CAREWare/Chart Review
Retention in Care	Percentage of clients with diagnosed HIV infection who had two care visits that were at least 90 days apart during the calendar year, as measured by documented test results for CD4 count or viral load, as well as documented services.	90%	CAREWare/Chart Review

**AGENCY shall provide Early Intervention Services**, as defined by HRSA in section 5.1.3 of this scope of work:

**AGENCY** shall render services in accordance with the following requirements:

- A minimum of **400** unduplicated clients shall receive **Early Intervention** services during the award period.
- A minimum of **100** service units shall be provided each month during the award period in **Early Intervention** services.
- **AGENCY** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **AGENCY** shall report to **COUNTY** the WICY population served upon request.
- **AGENCY** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

**AGENCY** shall comply with the Program Goals and Measures as defined below:

Program Goals – Early Intervention Services	Performance Measure	Target Percentage	Source
Agency Compliance	Agency shall engage in continuous quality improvement efforts to maintain and improve compliance with all components of the HRSA National Monitoring Standards; Las Vegas TGA service standards and policies & procedure; and this interlocal agreement with Clark County.	N/A	CAREWare, Chart Review, Agency Documentation, Monitoring Records
Undetectable Equals Untransmittable (U=U) Education	Percentage of clients with HIV infection who were provided documented education about U=U.	90%	CAREWare/Chart Review
Linkage to HIV medical care within 7 days	Percentage of persons with HIV newly diagnosed, new to care, and/or out of care patients who are linked to medical care within 7 days of [time zero].	90%	CAREWare/Chart Review
Initiation of ART within 7 days	Percentage persons with HIV newly diagnosed, new to care, and/or out of care who are prescribed HIV antiretroviral therapy within seven days from [time zero].	90%	CAREWare/Chart Review
Median days to initiation of ART	The median number of days from [time zero] to initiation of ART for newly diagnosed, new to care, and/or out of care patients. <i>Calculation: 1. Determine the number of days from [time zero] to initiation of ART for each patient in the denominator; 2. Sort the number of days in ascending order; 3. Determine the middle value</i>	<4	CAREWare/Chart Review
Viral load suppression	Percentage of persons with HIV newly diagnosed, new to care, and/or out of care with a HIV viral load less than 200 copies/ml at last viral load test by 60 days after initiation of ART.	90%	CAREWare/Chart Review
Retention in Care	Percentage of persons with HIV newly diagnosed, new to care, and/or out of care who initiated on ART with at least 1 medical visit in each six-month period at least 90 days apart.	90%	CAREWare/Chart Review

**Definitions related to Performance Measures:****Rapid stART**

- **Rapid stART:** Initiation of HIV ART within 7 days of [time zero]
- **Initiation of ART:** Starter pack provided, or ART prescription written
- **Linked to Care:** A kept medical visit
- **Date of Diagnosis:** Positive rapid HIV screening test, Confirmatory HIV test, and/or HIV Viral Load

**Patient Category**

- **Newly Diagnosed:** Any person with a new positive HIV rapid, confirmatory, or detectable viral load test result within 12 months
- **New to Care:** Any person diagnosed with HIV greater than 12 months who has not attended a HIV care medical visit
- **Out of Care:** Any person diagnosed with HIV with previous engagement in primary HIV care who has no medical visit or laboratory test result for greater than 12 months and has agreed to return to care

**Time Zero**

<b>Term</b>	<b>Notification Type</b>	<b>Definition</b>
<b>Newly Diagnosed</b>	Internal HIV Testing	Date of diagnosis
	External Testing and/or Referral	Date referral agency notifies provider or date of self-referral
<b>New to Care</b>	Internal Never Linked and/or External Referral	Date of first contact with site
<b>Out of Care</b>	Internal Out of Care	Date of re-contact with or by site and agreement to return to care
	External Referral	Date referral agency notifies provider of agreement to return to care or date of self-referral

**AGENCY shall provide Medical Case Management**, as defined by HRSA in section 5.1.8 of this scope of work:

**AGENCY** shall render services in accordance with the following requirements:

- A minimum of **750** unduplicated clients shall receive **Medical Case Management** services during the award period.
- A minimum of **300** service units shall be provided each month during the award period in **Medical Case Management**.
- **AGENCY** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **AGENCY** shall report to **COUNTY** the WICY population served upon request.
- **AGENCY** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

**AGENCY** shall comply with the Program Goals and Measures as defined below:

<b>Program Goals – Medical Case Management</b>	<b>Performance Measure</b>	<b>Target Percentage</b>	<b>Source</b>
Agency Compliance	Agency shall engage in continuous quality improvement efforts to maintain and improve compliance with all components of the HRSA National Monitoring Standards; Las Vegas TGA service standards and policies & procedure; and this interlocal agreement with Clark County.	N/A	CAREWare, Chart Review, Agency Documentation, Monitoring Records
Assigned to Case Manager	Percentage of clients who were assigned to a Case Manager upon intake.	100%	CAREWare/Chart Review
Undetectable Equals Untransmittable (U=U) Education	Percentage of clients with HIV infection who were provided documented education about U=U.	90%	CAREWare/Chart Review
Viral Suppression	Percentage of clients with diagnosed HIV infection whose most recent viral load test in the calendar year showed that HIV viral load was suppressed. Viral suppression is defined as a viral load test result of <200 copies/mL at the most recent viral load test.	90%	CAREWare/Chart Review
Retention in Care	Percentage of clients with diagnosed HIV infection who had two care visits that were at least 90 days apart during the calendar year, as measured by documented test results for CD4 count or viral load, as well as documented services.	90%	CAREWare/Chart Review

## 8.0 References

- **HRSA Ryan White HIV/AIDS Program** (<https://hab.hrsa.gov/>)
  - National Monitoring Standards (Part A)  
<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/2022-rwhap-nms-part.pdf>
  - Policy Notices and Program Letters  
<https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>
- **Las Vegas TGA, Ryan White Service Standards and Policies & Procedures**  
<https://lasvegastga.com/standards/>
- **What is Ending the HIV Epidemic: A Plan for America**  
<https://www.hiv.gov/federal-response/ending-the-hiv-epidemic/overview>
- **Ending the HIV Epidemic**  
<https://www.cdc.gov/endhiv/index.html>
- **Guidelines for the Use of Antiretroviral Agents in Adults and Adolescents with HIV**  
<https://aidsinfo.nih.gov/guidelines/html/1/adult-and-adolescent-arv/10/initiation-of-antiretroviral-therapy>
- **What are HIV and AIDS?**  
<https://www.hiv.gov/hiv-basics/overview/about-hiv-and-aids/what-are-hiv-and-aids>
- **Viral Suppression**  
<https://ahead.hiv.gov/resources/glossary/viral-suppression>
- **Clinical Quality Management Policy Notification Notice 15-02**  
<https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM.pdf>
- **Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds**  
[https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN\\_16-02Final.pdf](https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf)

## **ARTICLE II: TERM OF AGREEMENT**

The initial term of AGREEMENT shall be from October 1, 2022 through February 28, 2023, with the option to extend for 2 one-year option(s).

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30<sup>th</sup> of the current fiscal year. Termination due to the failure of COUNTY or AGENCY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30<sup>th</sup> of the fiscal year for which monies were appropriated for their operations.

## **ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE**

COUNTY agrees to pay AGENCY for services provided as outlined in Article I, Scope of Work, and Exhibit E Request for Reimbursement, for the annual not-to-exceed amount in accordance with appropriated funds issued via purchase order. COUNTY will issue an award letter for the annual not-to-exceed amount based upon the allocated amount per service category by the Las Vegas TGA Ryan White Part A Planning Council. AGENCY may draw down advance program money one time at the commencement of the annual project per CONTRACT year. Such advances shall not exceed the amount equal to two (2) months of the annual budget and shall be dependent upon COUNTY review and approval of the need and types of expenses being requested. Requests for advances must be submitted in writing on AGENCY'S letterhead and be signed by an authorized representative. COUNTY reserves the right to require all expenditures be fully documented prior to approving any advance funds reimbursements.

AGENCY may be entitled to periodic payments for work completed, and for other approved direct costs incurred as defined in ARTICLE I, Scope of Work.

If COUNTY rejects a reimbursement request as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the reimbursement request and resubmit.

Reimbursement requests shall be submitted as follows: [CCHIVFiscal@clarkcountynv.gov](mailto:CCHIVFiscal@clarkcountynv.gov)

AGENCY must notify COUNTY in writing of any changes to AGENCY'S remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate reimbursement requests and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Reimbursement may be withheld until all proper documentation have been submitted and accepted or final services have been rendered.

#### **ARTICLE IV: FISCAL FUNDING OUT CLAUSE**

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'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 AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

#### **ARTICLE V: AMENDMENT / ENTIRE AGREEMENT**

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

#### **ARTICLE VI: SUBCONTRACTS**

AGREEMENT is entered into to secure the services of AGENCY. Services specified in this AGREEMENT shall not be subcontracted by AGENCY without the written consent of COUNTY.

#### **ARTICLE VII: ASSIGNMENTS**

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

#### **ARTICLE VIII: NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:



To COUNTY: Attention: Heather Shoop  
1600 Pinto Lane,  
Las Vegas, NV 89106

To AGENCY: Attention: Amy Runge  
1800 W. Charleston Blvd.  
Las Vegas, NV,89102

#### **ARTICLE IX: POLICIES AND PROCEDURES**

AGENCY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and AGENCY.

#### **ARTICLE X: INSURANCE**

AGENCY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

#### **ARTICLE XI: WAIVER AND SEVERABILITY**

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

#### **ARTICLE XII: LAW OF VENUE**

AGREEMENT shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original.

COUNTY OF CLARK:

BY: \_\_\_\_\_  
JAMES B. GIBSON, CHAIR  
Clark County Commissioners

UNIVERSITY MEDICAL CENTER OF SOUTHERN  
NEVADA WELLNESS CENTER:

BY: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

ATTEST:

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

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: \_\_\_\_\_  
ELIZABETH A. VIBERT  
Deputy District Attorney

**EXHIBIT D**  
**GRIEVANCE REPORTING STRUCTURE**

Grievance means an oral or written communication, submitted by a client or by their representative, which addresses issues with any aspect of the AGENCY'S operations, activities, or behavior that pertains to 1) the availability, delivery, or quality of care, including utilization review decisions, that are believed to be adverse by the client. The expression may be in whatever form or communication or language that is used by the client or their representative but must state the reason for the dissatisfaction and the client's desired resolution.

No retaliatory actions will be taken against any client, client representative or AGENCY filing a grievance. The client shall be assured that information pertaining to the grievance issue is kept confidential except to the extent that sharing of such information between CCSS and the provider agency and other persons authorized by the client, is necessary to resolve the issue.

AGENCY shall have its agency's grievance forms available in all areas that are accessed by clients. The AGENCY is the first point of access for all grievances for the clients AGENCY serves. AGENCY is responsible for responding, investigating and resolving the client's grievance before the client or AGENCY refers the grievance to CCSS staff. AGENCY shall supply client with the following, upon client's request:

- An agency grievance form in triplicate.
- A pre-addressed and pre-stamped envelope addressed to the agency's Executive Director.
- A pre-addressed and pre-stamped envelope addressed to the Las Vegas Part A and Ending the HIV Epidemic Grants Administrator.

AGENCY shall submit quarterly grievance logs to CCSS staff for monitoring. The grievance log from each AGENCY will be tracked and trended by CCSS for quality improvement purposes.

Grievances are a source of information that is one of the ways to evaluate the quality of access, AGENCY service, or clinical care. AGENCY shall have written policies and procedures for the thorough, appropriate and timely resolution of a client's. Grievances, which include:

- A. Documentation of the nature of the Grievance which shall include, at minimum:
  - a. A log of formal Grievances;
  - b. A file of written formal Grievances, and
  - c. Records of their resolution
- B. Analysis and investigation of the Grievance; and
- C. Written notification to the client of the disposition of the Grievance and the way to appeal the outcome of the Grievance or handling of a Grievance to CCSS staff.

AGENCY shall complete and submit the Grievance Log on a quarterly basis within 15 calendar days of the end of each calendar quarter. Contractor shall record each Grievance once on the Grievance Log. If the Grievance covers more than one category, AGENCY shall record the Grievance in the predominant category. The Grievance Log shall be submitted electronically. Contact CCSS staff to have form sent electronically.

AGENCY shall send the Grievance Log to:  
Clark County Social Service, Office of HIV  
1600 Pinto Lane  
Las Vegas, NV 89106.

## EXHIBIT D

### Grievance Log for Las Vegas TGA and Ending the HIV Epidemic

Effective May 1, 2007

AGENCY name: \_\_\_\_\_

Year: \_\_\_\_\_

Report period (circle): Mar-May

June-Aug

Sept-Nov

Dec-Feb

Grievance: An oral or written communication, submitted by a client or their representative, which addresses issues with any aspect of AGENCY's operations, activities, or behavior that pertains to the availability, delivery, or quality of the service including utilization review decisions that are believed to be adverse to the client. The communication may be in whatever form of communication or language that is used by the client or their representative but must state the reason for the client's dissatisfaction and the desired resolution.

Client Identifier	Date Received	Grievance Type	Disposition: Select One Resolved/Appeal Requested	Disposition Date	# Days to Disposition

The count of calendar days begins with the receipt date and does not include the final date of disposition. (For example, if a grievance received Thursday, January 4, 2007 and disposed of Tuesday, January 9, 2007, the number of calendar days would be five (5) days.)

# EXHIBIT D

ACCESS		Interaction with AGENCY - COUNTY Staff	
A1	Difficulty contacting AGENCY	I1	Client feels not treated with dignity or respect
A2	Timely appointment not available	I2	Client disagrees with staff or clinician response
A3	Convenient appointment not available	I3	Lack of courteous service
A4	No choice of clinicians or clinician not available	I4	Lack of cultural sensitivity
A5	Transportation or distance barrier	I5	Other (describe)
A6	Physical barrier to AGENCY's office	Quality of Service	
A7	Language barrier or lack of interpreter services	Q2	AGENCY office unsafe
A8	Wait time during visit too long	Q2	AGENCY office uncomfortable
A9	Other (describe)	Q3	Client did not receive information about available services
Denial of Service, Authorization, or Payment		Q4	Excessive wait times on phone
D1	Desired service not available	Q5	Phone call not returned
D2	Client wanted more service than offered/authorized	Q6	Client doesn't like pre-authorization requirements
D3	Request for service not covered by Ryan White TGA	Q7	Other (describe)
D4	Request for medically unnecessary service	Client Rights	
D5	Payment to non-participating AGENCY denied	CR1	Not informed of client rights
D6	Service authorization denied	CR2	Grievance and appeal procedure not explained
D7	Other (describe)	CR3	Access to own records denied
Clinical Care		CR4	Concern over confidentiality
C1	Client not involved in treatment planning	CR5	Allegation of abuse
C2	Client's choice of service not respected	CR6	Treatment discontinued without proper notification
C3	Disagreement with treatment plan	CR7	Other (describe)
C4	Concern about prescriber or medication issues		
C5	Lack of response or follow-up		
C6	Lack of coordination among AGENCY		
C7	Care not culturally appropriate		
C8	Client believed quality of care inadequate		
C9	Other (describe)		

# EXHIBIT E REQUEST FOR REIMBURSEMENT

Service Category:

Item	Detail	Annual Part A Total
<p>1. Personnel: List Position Title, Name</p> <p>Description of Part A duties that relate to the standard of care service description including where services are provided, state any personnel standard qualifications, licensure, etc. and the quality management expectations (ie. Case management expected case load). If title does not correlate with duties explain why.</p> <p>RWPA Percentage, Other Percentage</p>		
	FTE for RWPA Annual Salary x RWPA %	
<b>Total Personnel</b>		\$ -
2. Fringe Benefits:		
	Total Salary x Fringe Benefit %	
a. <i>List fringe benefits included (ie. Social security, health benefits etc.)</i>		
<b>Total Fringe:</b>		\$ -
3. Travel:		
a. List travel location and number of staff attending		\$ -
Airfare: Amount x # of people		
Lodging: Amount x # of nights x # of people		
Per Diem Meals: amount x # of days x # of people		
Airport Parking: amount x # of days x # of people		
Ground Transportation:		
Other (list):		
b. Mileage: Purpose: Amount per mile x # of months (Home visits: \$0.50 per mile x 12 months)		\$ -
c.		\$ -
d.		\$ -
<b>Total Travel:</b>		\$ -
4. Equipment: List equipment costs and provide justification for the need of the equipment to support the program's goals. Extensive justification and a detailed status of current equipment must be provided when requesting funds for the purchase of computers and furniture items that meet the definition of equipment (i.e, a unit cost of a minimum of \$5,000 and a useful life of one or more years).		
a.		\$ -
b.		\$ -
<b>Total Equipment:</b>		\$ -
5. Supplies: List supplies related to service category, provide narrative related to use per the service category. List the items that the program will use. In this category, separate different types of supplies. Medical supplies (service category: outpatient/ambulatory) are syringes, blood tubes, plastic gloves, etc., and educational supplies (service category: health education/risk reduction) may be pamphlets and educational videotapes. Remember, they must be listed separately.		
a.		\$ -
b.		\$ -
<b>Total Supplies:</b>		\$ -
6. Contractual: Providers are responsible for ensuring that their organization and or institution has in place an established and adequate procurement system with fully developed written procedures for awarding and monitoring all contracts. Applicants must provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables.		
a.		
b.		\$ -
<b>Total Contractual</b>		\$ -
7. Other: Put all costs that do not fit into any other budget category in this budget category and provide an explanation of each cost in this budget category and how it relates to this service category.		
a.		\$ -
b.		\$ -
<b>Total Other</b>		\$ -
<b>Service Category Grand Total</b>		\$ -

**EXHIBIT F**  
**FEDERAL REQUIREMENTS**

1. COUNTY is the recipient of funds pursuant to the CFDA title: HIV Emergency Relief Project CFDA Number 93.914; Ryan White HIV/AIDS Treatment Extension Act of 2009 Grant Number H89HA06900, (hereinafter referred to as the "TREATMENT EXTENSION ACT") and COUNTY is responsible for the administration of said funds within the Las Vegas, Nevada, standard metropolitan statistical area as defined by the U.S. Census Bureau, which metropolitan area has been designated by the Health Resources and Services Administration of the U.S. Department of Health and Human Services (hereinafter referred to as "HRSA") as a Transitional Grant Area (TGA) for TREATMENT EXTENSION ACT funding.

Additionally, COUNTY is the recipient of funds pursuant to the CFDA title: Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B CFDA Number 93.686; Grant Number UTH8HA33925 (hereinafter referred to as the "ENDING THE HIV EPIDEMIC") and COUNTY is responsible for the administration of said funds within Clark County, Nevada.

2. AGENCY understands that TREATMENT EXTENSION ACT funds are to be used as dollars of last resort for each client.
3. AGENCY understands and further agrees that it shall account for the use of TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funding by ensuring all expenditures are reasonable and necessary, and are subject to the following:
  - a. AGENCY may allocate no more than 10% of the contract amount for "administrative" costs, as defined by COUNTY, HRSA and applicable federal Office of Management and Budget (OMB) Circulars. Funds are to be provided on a reimbursement basis.
  - b. Approval of the award budget by COUNTY constitutes prior approval for the expenditure of funds for specified purposes included in this budget. The transfer of funds between providers at any level requires approval from the Board of County Commissioners. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
  - c. COUNTY reserves the right to hold reimbursement under this award until any delinquent forms or requirements of grant award are filed.
  - d. Reimbursement requests shall be submitted no later than sixty (60) days from the end of the month in which the costs were incurred.
  - e. Within forty-five (45) days of the CLOSE OF THE AWARD PERIOD, a complete financial accounting of all expenditures shall be submitted to COUNTY.
  - f. COUNTY reserves the right to reallocate funding based on utilization of services furnished by AGENCY during the term of this Agreement, so that services to be provided and the corresponding maximum payment amount may be decreased or increased at the discretion of COUNTY for services remaining to be provided. COUNTY reserves the right to reduce AGENCY funding and to reallocate such funding to other Ryan White providers if it appears the full funding shall not be used by AGENCY.
  - g. The Agreement may also be immediately terminated by COUNTY in the event federal funding is reduced or eliminated and for cause as set forth herein. Upon the effective date

of any termination, any and all rights and obligations of each party hereto shall be deemed at an end and canceled, except as previously accrued or vested.

4. Restrictions on Grant Expenditures

- a. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds shall not be used to purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling, if authorized.
- b. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds shall not be used to make direct payments to recipients of services.
- c. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds shall not be used to supplant or replace current state, local, or private HIV-related funding.
- d. AGENCY shall maintain documentation on file assuring that services rendered under this Agreement will use TREATMENT EXTENSION ACT funding as “dollars of last resort” and that the client has no other source of funding to provide such services.
- e. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds are to be used for HIV/AIDS-related services only. Use of these funds for research, epidemiological surveys, clinical trials, and capital projects is prohibited.
- f. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds shall not be used to provide items or services for which payment already had been made or reasonably can be expected to be made by third party payers, including Medicaid, Medicare, and/or other federal, state, or local entitlement programs, prepaid health plans, or private insurance. AGENCY shall provide its Medicare/Medicaid certification number or evidence of the status of becoming Medicare/Medicaid certified.
- g. COUNTY shall not honor any request for payment for services provided by volunteers at no cost to AGENCY.
- h. COUNTY shall not honor any request for payment for TREATMENT EXTENSION ACT services provided outside of Clark and Nye Counties, Nevada, and Mohave County, Arizona, unless prior written authorization has been obtained from COUNTY.
- i. COUNTY shall not honor any request for payment for ENDING THE HIV EPIDEMIC services provided outside of Clark County, Nevada, unless prior written authorization has been obtained from COUNTY.
- j. AGENCY understands and further agrees to the eligibility criteria for the Ryan White Part A Program. Delivery of services is contingent on verification of medical and financial eligibility.

5. General Scope of Work for All Providers

- a. See Exhibit A for specific services and Scope of Work.
- b. AGENCY shall provide Care and Support Services to HIV/AIDS infected persons regardless of age, race, ethnicity, religion or gender, and sexual orientation which services are culturally sensitive, linguistically appropriate and appropriate to patients’ functional acuity level.



- (1) Comply with *National Standards for Culturally and Linguistically Appropriate Services in Health Care* as defined by the US Department of Health and Human Services, Office of Minority Health. These Standards are available on the Office of Minority Health's website at <http://www.thinkculturalhealth.hhs.gov/clas/standards>
- (2) Participate in the Las Vegas TGA Continuum of Care where services are organized to respond to the individual or family's changing needs in a holistic, coordinated, timely and uninterrupted manner, thereby reducing fragmentation of care. AGENCY shall submit to COUNTY copies of current Memoranda of Understanding with all other providers within the Continuum of Care.
- (3) AGENCY must establish a system of written procedures through which a client or their representative may present grievances about the operation of AGENCY'S services. AGENCY shall provide these written procedures to COUNTY upon request and shall make them readily accessible to clients, such as through the posting or distribution of the procedures in areas frequented by clients. AGENCY shall, upon request, provide advice to such persons as to the grievance procedure. Refer to Exhibit D for Grievance Reporting Structure. AGENCY shall submit resolved grievances to the Ryan White Part A Grantee staff quarterly by the 15th of the following month (see Exhibit D).
- (4) AGENCY shall maintain on file and adhere to its current internal grievance and/or sanction procedures made available in English and in Spanish for clients not satisfied with services received from AGENCY.
- (5) AGENCY must submit to COUNTY, prior to permanent banning or restriction to services by mail only, all data related to eligible client for a final determination by COUNTY.
- (6) AGENCY shall obtain written approval from COUNTY prior to making programmatic changes in the scope of the project.
- (7) AGENCY shall inform COUNTY, in writing, of changes in Board composition specified in this Agreement within thirty (30) business days of any such change.
- (8) Utilize COUNTY furnished COUNTY approved management information system software to manage eligible client data. Data must be entered within two (2) business days of delivery of service to client. Specialty services encounter data must be entered within two (2) business days of receipt by AGENCY.
- (9) AGENCY shall ensure that client confidentiality is maintained when accessing the client services management information systems database.
- (10) AGENCY shall ensure that 100% of clients are registered in the client services management information systems database approved by COUNTY prior to the receipt of services.
- (11) AGENCY shall check eligibility status on 100% of clients prior to the delivery of services and refer 100% of clients not registered for an eligibility assessment.
- (12) AGENCY shall openly and honestly disclose business practices, written records and client files pertaining to the provision of TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funded services to COUNTY representatives during scheduled site review visits by COUNTY staff.
- (13) AGENCY shall comply with corrective action recommendations as a result of the site review visit.

- (14) AGENCY shall actively assist in quality improvement effort(s) by COUNTY and/or the Ryan White Part A Planning Council by encouraging their clients to participate in various client opinion sampling opportunities which may include ongoing written client satisfaction surveys, personal onsite interviews or focus groups and/or needs assessment for the purpose of ongoing or periodic assessment of client needs to improve the quality of care.
- (15) AGENCY shall submit documentation/proof of completing any corrective actions identified in the programmatic site visits by due dates specified in the site visit reports.
- (16) AGENCY shall collaborate with COUNTY by allowing staff to participate in meetings and trainings as attendees and/or as presenters, as needed.
- (17) At least one AGENCY representative shall attend mandatory TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC Provider Meetings with dates, times, and locations to be determined by COUNTY.
- (18) AGENCY will send qualified participants(s) to attend Medical Case Management related meetings as directed by COUNTY. Times and dates will be determined by COUNTY.
- (19) AGENCY will send qualified participant(s) to attend Clinical Quality Management related meetings as directed by COUNTY. Times and dates will be determined by COUNTY.
- (20) AGENCY required to attend at minimum a quarterly one-on-one meeting with COUNTY to discuss budgets, service provision, client concerns and any other pertinent events related to grant funding or programming. Times and dates will be determined by COUNTY.
- (21) AGENCY shall participate in Technical Assistance training as needed and as identified by COUNTY and AGENCY staff.
- (22) The following written documents shall be visibly posted within thirty (30) business days of execution of this Agreement.
  - 1. The Statement of Consumer Rights
  - 2. Disability Act
  - 3. Labor laws
  - 4. Sanction policy and/or zero tolerance information
  - 5. Grievance policy or posted information informing clients that there is a grievance policy.
- (23) AGENCY shall supply COUNTY with a copy of any Direct Service subcontract Agreements within thirty (30) days of execution of that Agreement.
- (24) AGENCY shall notify COUNTY, in writing, of staff changes that occur during the award period to staff that are employed using TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds within one (1) business day of such occurrences.
- (25) AGENCY shall supply COUNTY with a list of active Board of Directors' members and meetings scheduled to occur seven (7) days after the execution date of this Agreement, AGENCY shall supply COUNTY with a list of the Board of Directors members.
- (26) AGENCY shall make meeting minutes available, upon request, within five (5) business days of request.
- (27) AGENCY shall supply COUNTY with a summary of all current fiscal year funding sources with dollar amounts or estimates of amounts no later than ninety (90) days after the execution of this Agreement.

- (28) AGENCY shall complete and submit to HRSA all federally mandated Program Data no later than the due dates specified by HRSA.
  - (29) AGENCY shall supply COUNTY with a copy of the most recent Office of Management and Budget (OMB) A – 133 audit within six (6) months of completion of AGENCY Fiscal Year.
  - (30) AGENCY of TREATMENT EXTENSION ACT services shall adhere to the HRSA Part A Program Monitoring Standards, Fiscal Monitoring Standards and Universal Monitoring Standards.
- 6. AGENCY understands and further agrees that this Agreement is valid and enforceable only if sufficient TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds are made available to COUNTY by HRSA. Payment for all services provided under this Agreement is expressly contingent upon the availability of such TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds. This Agreement may be amended, suspended or terminated effective immediately by COUNTY at any time in the event of a change in, a suspension of or discontinuation of the availability of these funds.
  - 7. AGENCY shall comply with all applicable state, federal and county laws and regulations relating to its performance under this Agreement as they now exist and as hereafter amended or otherwise modified. AGENCY shall perform all services under this Agreement in compliance with the U.S. Office of Management and Budget (OMB) cost principles and uniform administrative requirements as promulgated in its published circulars as well as U.S. Department of Health and Human Services Public Health Service Grants Policy Statements, all HRSA TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC program guidelines, policies and practices and comply with the Universal Health Records Standards issued by HRSA and the Title 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards found here <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>
  - 8. AGENCY agrees that grant funds may only be used for the awarded purpose and are approved expenditures under the guidelines of U.S. Department of Health and Human Services and Health Resources and Services Administration. In the event AGENCY expenditures do not comply with this condition, that portion not in compliance must be refunded to the COUNTY.
  - 9. AGENCY agrees that the expenditure of award funds in excess of approved budgeted amount, without prior written approval by the COUNTY, may result in the AGENCY refunding to the COUNTY that amount expended in excess of the approved budget.
  - 10. AGENCY agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, ethnicity, color, gender, sexual orientation, religion, age, or disability (including AIDS and AIDS-related conditions). AGENCY shall include this non-discrimination clause in all subcontracts/agreements in connection with any service or other activity under this Agreement.
  - 11. AGENCY shall also be in compliance with the Equal Employment Opportunity Act, Anti-Kickback Act, the Davis-Bacon Act and OSHA regulations.
  - 12. In accordance with the Immigration Reform and Control Act of 1986, AGENCY shall not knowingly employ unauthorized or illegal aliens in the performance of this Agreement.

13. AGENCY agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
14. AGENCY certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This certification shall be required by AGENCY of every subcontractor receiving any payment in whole or in part from monies paid pursuant to this Agreement.
15. AGENCY agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this award shall be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - a. any federal, state, county or local agency, legislature, commission, council, or board;
  - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
16. AGENCY shall also account for and report funds expended and/or services provided from other funding sources, specifically for the HIV/AIDS programs including but not limited to in-kind contributions, volunteer services, cash match, other grants and all monetary contributions and donations.
17. AGENCY agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this award. The COUNTY reserves the right to disqualify AGENCY on the grounds of actual or apparent conflict of interest. Any concealment or obfuscation of a conflict of interest, whether intentional or unintentional, shall automatically result in the disqualification of funding.
18. AGENCY shall ensure the confidentiality of medical information that contains patient identifiers including name, date of birth, Social Security number, telephone number, medical record number and ZIP code. AGENCY shall comply with all state confidentiality laws and federal Health Insurance Portability and Accountability Act (HIPAA) regulations that protect all individually identifiable health information in any form (electronic, paper-based, oral) that is stored or transmitted by a HIPAA covered entity.
19. AGENCY must have on file updated yearly certification of HIPAA training completed by members of staff.
20. All client data listed in the COUNTY approved data management system or included in client files must only be used in course of regular business. Any data from COUNTY approved data management system or client files intended for any other use must have written approval from COUNTY.
21. AGENCY shall submit copies to COUNTY of all forms of written correspondence and/or documents pertaining to Ryan White TREATMENT EXTENSION ACT Part A and/or ENDING THE HIV EPIDEMIC services including, but not limited to, press releases and notices to the general public issued or released by AGENCY.

22. All statements, press releases, flyers, posters, brochures, and other documents promoting programs and services funded in whole or in part with TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds shall specifically reference that funding has been made available through a grant from the U.S. Department of Health and Human Services, HRSA, and Clark County under the TREATMENT EXTENSION ACT.
23. Title to any and all equipment procured through the expenditure of TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds will vest upon acquisition with COUNTY. Upon termination of this Agreement, COUNTY shall solely determine the disposition of all such equipment.
24. Property records shall be maintained by AGENCY, including a description of the property, serial or ID number, source of property, title holder, acquisition date and cost of property, percentage of TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds used to procure property, location, use and condition of the property.
25. COUNTY shall monitor AGENCY's performance during the term of this Agreement. This shall include, but not be limited to, site visits, AGENCY's participation in COUNTY's sponsored training and contractor meetings, timeliness of deliverables and grantee sponsored projects through the Ryan White Part A Planning Council. Results of this review may be considered when evaluating AGENCY's performance for continued funding in future grant year. This section shall survive the termination of this Agreement.
26. If AGENCY fails to substantially comply with any material provisions of this Agreement, COUNTY reserves the right to withhold payment in an amount that corresponds to the harm caused by AGENCY, and/or to immediately suspend, modify or terminate this Agreement. Events that may also lead to withholding of funds, and/or suspension, modification or termination include, but are not limited to:
  - a. AGENCY materially breaches this Agreement or is in material violation of any applicable county ordinance or state or federal law in conducting activities under this Agreement.
  - b. AGENCY fails to maintain any license, registration, or permit required to provide the services specified in this Agreement or fails to utilize licensed personnel, where required by law;
  - c. AGENCY, either knowingly or unknowingly, misrepresents, in any way, information or data furnished to COUNTY, or submits reports that are materially incorrect, incomplete or delinquent;
  - d. AGENCY makes improper use of funds;
  - e. AGENCY fails to resolve, to the reasonable satisfaction of COUNTY, any disallowed or questionable costs and/or operating practices identified in any current or prior fiscal year program monitoring, site visit or audit report;
  - f. AGENCY engages in unlawful discrimination;
  - g. AGENCY fails to take timely corrective action in response to written notification by COUNTY;
  - h. AGENCY is indebted to the United States Government;
  - i. AGENCY fails to collaborate and cooperate with other TREATMENT EXTENSION ACT funded, ENDING THE HIV EPIDEMIC funded or non-funded agencies when deemed necessary to provide efficient and effective services to the HIV infected/affected population. This includes failing to attend or send an appropriate representative to HIV/AIDS related meetings scheduled by COUNTY and other agencies;

- j. AGENCY fails to accomplish the Scope of Work or fails to meet deliverable due dates specified in this Agreement.
  - k. AGENCY uses TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds for lobbying purposes or fails to submit to COUNTY "Disclosure of Lobbying Activities with Non-Federal Funds" Statement if AGENCY engages in lobbying activities.
  - l. COUNTY reasonably deems AGENCY's performance unsatisfactory.
27. All participating client information furnished by COUNTY to AGENCY shall be provided via COUNTY approved management information system. AGENCY is entitled to rely on information provided in COUNTY approved management information system to the extent such information or data would be relied upon by a reasonably prudent AGENCY.
28. This Contract may be immediately terminated by COUNTY in the event federal funding is reduced or eliminated and for cause as set forth herein. Upon the effective date of any termination, any and all rights and obligations of each party hereto shall be deemed at an end and canceled, except as previously accrued or vested.
29. AGENCY shall schedule an annual financial audit with a qualified certified public accounting firm. A copy of the auditor's report, financial statements and management letter, if any, for the prior fiscal year shall be submitted to COUNTY for review along with any required corrective action plan. A copy of the Financial Audit Report must be sent to Clark County Social Service, Attn: Ryan White Grant Administrator, 1600 Pinto Lane, Las Vegas, Nevada 89106. Failure to meet this requirement may result in loss of current funding and disqualification from consideration for further COUNTY administered funding. This audit shall be made by an independent auditor in accordance with generally accepted accounting principles and title 45 Code of Federal Regulation Part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards. This requirement applies equally to any and all subcontractors of AGENCY that receive TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds. Any subcontracts shall be furnished to COUNTY to ensure conformance with all TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC requirements.
30. AGENCY shall make appropriate corrections within two (2) months after receipt of an audit report to remedy any problems identified in the audit report. COUNTY may withhold payment for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement for such non-correction.
31. If AGENCY is unable to furnish the audit reports required above, AGENCY shall submit to COUNTY a written request with an explanation for an extension prior to the six (6) month deadline. The request shall include a letter from the Certified Public Accounting firm engaged to perform the audit that states, at a minimum, that the firm has been engaged to perform the audit and the anticipated completion date.
32. COUNTY shall monitor the entire program under this Agreement on an ongoing basis. COUNTY shall advise AGENCY in advance of the monitoring procedure which shall be used. All information obtained by monitors shall be kept confidential within COUNTY, except as otherwise required by federal or state statutes or regulations.

33. This Agreement may be terminated without cause by COUNTY giving written notice by personal service or Certified Mail to the AGENCY at least thirty (30) days prior to the effective date of such termination.
34. Accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Agreement. Records required for retention include all accounting records, including related original and supporting documents that substantiate costs charged to the award activity. Recipients of awards are required to maintain accounting records, identifiable by award number. Such records shall be maintained in accordance with the following:
  - a. Records must be retained for at least five (5) calendar years (unless otherwise stipulated) from the date that the final reports have been submitted to COUNTY.
  - b. In all cases, an overriding requirement exists to retain records until resolution of any audit questions relating to individual awards.
  - c. Current job descriptions as well as curriculum vitae, resumes, copies of certificates, licenses, and other pertinent credentials of all employees serving in positions funded under this Agreement need to be retained for a minimum of five (5) years subsequent to the expiration date of this agreement, making them available to COUNTY upon request.

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

<b>Issue:</b>	<b>Second Amendment to License Agreement and Order #2 with Zynx Health Incorporated</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Second Amendment to License Agreement and Order #2 with Zynx Health Incorporated for clinical decision support solutions; authorize the Chief Executive Officer to exercise any extension options and execute future amendments, Orders and Statements of Work; or take action as deemed appropriate. (For possible action)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000

Fund Name: UMC Operating Fund

Fund Center: 3000854000

Funded Pgm/Grant: N/A

Description: Knowledge Analyzer, ZynxCare, ZynxEvidence and AuthorSpace Software Subscription

**Bid/RFP/CBE: NRS 332.115.1(h) – Software**

Term:

Amendment 2 – extend for three (3) years from 10/30/2022 to 10/29/2025

Order #2 – 10/30/2022 to 10/29/2025 with option to renew subject to mutual written agreement

Amount:

Amendment 2 Subscription Fees (ZynxCare, ZynxEvidence and AuthorSpace):

10/30/22 – 10/29/23	\$109,226.25
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10/30/23 – 10/29/24	\$112,503.04
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10/30/24 – 10/29/25	\$115,878.13
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**Amendment 2 Total      \$337,607.42**

Order #2 Subscription, License, Point-of-Care CME and Travel Fees (Knowledge Analyzer and ZynxEvidence):

10/30/22 – 10/29/23	Subscription Fee	\$63,940.50
	License Fee (optional; if goes over 21+ personnel)	\$15,000.00
	Point-of-Care CME Fee (250 physicians)	\$5,000.00
	Annual Inpatient Discharges (optional; up to 2,000 extra Discharges if goes over 19,674 limit)	\$6,500.00
		Estimated \$90,440.50

Cleared for Agenda  
August 24, 2022

Agenda Item #

10



10/30/23 – 10/29/24	Subscription Fee	\$65,858.72
	License Fee (optional; if goes over 21+ personnel)	\$15,000.00
	Point-of-Care CME Fee (250 physicians)	\$5,000.00
	Annual Inpatient Discharges (optional; up to 2,000 extra Discharges if goes over 19,674 limit)	\$6,500.00
		Estimated \$92,358.72

10/30/24 – 10/29/25	Subscription Fee	\$67,834.48
	License Fee (optional; if goes over 21+ personnel)	\$15,000.00
	Point-of-Care CME Fee (250 physicians)	\$5,000.00
	Annual Inpatient Discharges (optional; up to 2,000 extra Discharges if goes over 19,674 limit)	\$6,500.00
		Estimated \$94,334.48

For the Term of Order #2	Travel	NTE \$5,000.00
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**Order #2 Estimated Total            \$282,133.70**

Out Clause: In accordance with each Order termination provision; Budget Act and Fiscal Fund Out

## BACKGROUND:

On October 30, 2019, UMC entered into a License Agreement and Order #1 with Zynx Health Incorporated (“Zynx Health”) to subscribe to certain clinical decision support solutions i.e., the ZynxCare, ZynxEvidence and AuthorSpace. These licensed solutions support nursing and interdisciplinary teams to reduce clinical variation, improve patient outcomes and maximize financial performance by featuring a comprehensive evidence-based care plan library offering best practice recommendations to standardize care. The Term is from October 30, 2019 through October 29, 2022 at a NTE total cost of \$379,925. Amendment 1, effective January 24, 2022, updated the Publicity clause.

This request is to approve the following documents:

- Amendment 2 – extend Order #1 for three (3) years from October 30, 2022 through October 29, 2025 with an additional total cost of \$337,607.42 (new aggregate cost for Order #1 is \$717,532.42).
- Order #2 – subscribe to the Knowledge Analyzer and ZynxEvidence. These licensed solutions will streamline quality core measures by importing de-identified content from all major EHR software vendors into a single platform which will help UMC view all its historical and ongoing clinical decision support content comparisons and create a more appropriate standard for hospital staff. Term is from October 30, 2022 through October 29, 2025 at an estimated total cost of \$282,133.70.

Staff also requests authorization for the Hospital CEO, at the end of the Term, to exercise any extension options and execute future amendments, Orders and Statements of Work if deemed beneficial to UMC.

UMC’s Chief Information Officer has reviewed and recommends approval of Amendment 2 and Order #2. The Amendment and Order #2 have been approved as to form by UMC’s Office of General Counsel.

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

## SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to the License Agreement (this “**Second Amendment**”) by and between Zynx Health Incorporated (“**Zynx Health**”) and University Medical Center of Southern Nevada (“**Licensee**”) is effective as of August 31, 2022 (“**Second Amendment Effective Date**”).

### Background

Licensee and Zynx Health are parties to a License Agreement, dated as of October 30, 2019, as it may be amended from time to time (the “**Agreement**”), pursuant to which Licensee has licensed from Zynx Health certain Licensed Solutions. Licensee and Zynx Health now desire to amend the Agreement as set forth below.

### Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Zynx Health agree as follows:

1. **Amendment to Order #1.** Order #1, Section C (Fees) is hereby amended with the addition of the following:

Year 4 Subscription Fee (10/30/22 – 10/29/23)	\$109,226.25
Year 5 Subscription Fee (10/30/23 – 10/29/24)	\$112,503.04
Year 6 Subscription Fee (10/30/24 – 10/29/25)	\$115,878.13

*\*The parties agree that the Annual Subscription Fees (Years 4-6) above each reflect a five percent (5%) discount, which is contingent on Licensee executing this Second Amendment on or before September 2, 2022. Should Licensee execute this Second Amendment after September 2, 2022, the Annual Subscription Fees set forth above will be adjusted to reflect an increase of five percent (5%).*

2. **Amendment to Order #1.** Order #1, last paragraph of Section C (Fees), shall be deleted in its entirety and replaced with the following:

The total Fees during the Term of this Agreement (with the exception of extending the Scope of Use and/or an underpayment of fees pursuant to Section 5), including the Subscription Fees, Service Fees, and any pre-approved Travel and Reimbursable Expenses, shall not exceed seven hundred seventeen thousand five hundred thirty-two dollars and 42 cents (\$717,532.42).

Notwithstanding the foregoing, should Licensee execute this Second Amendment after September 2, 2022, the Annual Subscription Fees set forth above will be adjusted to reflect an increase of five percent (5%) for Years 4-6, adjusting the total Fees to seven hundred thirty-five thousand three hundred one dollars and 23 cents (\$735,301.23).

3. **Amendment to Order #1.** Order #1, Section D.1 (Term and Termination) is hereby amended to extend the termination date for three (3) years from October 30, 2022 to October 29, 2025.
4. **Full Force and Effect of Agreement.** Except as hereby specifically amended, the Agreement is hereby confirmed and ratified in all aspects and shall remain in full force and effect according to its terms.
5. **Miscellaneous.** All capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. All section references set forth herein are to the sections of the Agreement, unless otherwise noted. This Second Amendment (a) may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument; and (b) may not be amended, and no provision of this Second Amendment may be waived, except in a writing signed by all the parties. The Agreement, as modified hereby, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all

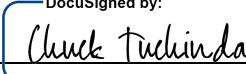
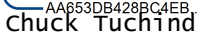
prior negotiations, writings, commitments, and understandings, if any, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Second Amendment to the Agreement to be duly executed as of the Second Amendment Effective Date.

**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ZYNX HEALTH INCORPORATED**

DocuSigned by:  
By:  \_\_\_\_\_  
Name:  chuck Tuchinda \_\_\_\_\_  
Title: President \_\_\_\_\_  
Date: 8/16/2022 \_\_\_\_\_

## ORDER #2

This Order #2 (this "Order #2"), entered into pursuant to the License Agreement dated October 30, 2019 (the "Agreement"), is by and between University Medical Center of Southern Nevada ("Licensee") and Zynx Health Incorporated ("Zynx Health"). Capitalized terms used in this Order #2 but not defined herein shall have the meanings given in the Agreement. This Order #2 is effective as of October 30, 2022 (the "Order #2 Effective Date").

### **A. DEFINITIONS:**

1. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Agreement. The following additional terms have the meanings set forth below:
  - a) "Analysis Results" means the assessment generated by Knowledge Analyzer by comparing Licensee Content to Zynx Vital Interventions;
  - b) "Knowledge Analyzer" means the Zynx Health tool accessible via the Zynx Health website which facilitates comparison of Licensee Content with evidence-based order sets and plans of care and shall include the Knowledge Analyzer Enhanced Dashboard, Zynx Vital Interventions, and Analysis Results;
  - c) "Knowledge Analyzer Enhanced Dashboard" means the reporting tool within Knowledge Analyzer used to analyze large volumes of data, allowing Authorized Personnel to discover detailed insights, investigate trends, and uncover new opportunities; and
  - d) "Zynx Vital Interventions" means evidence-based checklists within Knowledge Analyzer compiled by Zynx Health of key clinical processes, guidelines and measures.

### **B. USE SPECIFICATIONS:**

1. Pursuant to the Agreement and subject to the terms and conditions of this Order #2, Zynx Health grants and Licensee accepts the following limited, non-transferable and non-exclusive license or sublicense to the Licensed Solutions identified in this Order #2 in the Territory:
  - a) to access the Licensed Solutions via the Zynx Health Web Site and any other means Zynx Health makes available at its sole discretion;
  - b) to upload Licensee Content into Knowledge Analyzer and use the tool to create Analysis Result(s) via use of Knowledge Analyzer;
  - c) to view the Zynx Vital Interventions displayed via Knowledge Analyzer;
  - d) to access, retrieve, download, use, copy and print in spreadsheet form the Analysis Result(s) for internal use only, and to integrate the Analysis Result(s) in Licensee's hospital information system applications; and
  - e) to create analytics reports based on Analysis Result(s) for internal use only.
2. Subject to the terms and conditions of the Agreement and this Order #2, Licensee grants and Zynx Health accepts the following limited, non-transferable and non-exclusive license or sublicense:
  - a) to display the Licensee Content uploaded by Licensee into Knowledge Analyzer;
  - b) to use the Licensee Content to create derivative works in the form of Analysis Result(s); and
  - c) to use the portions of Licensee Content that are incorporated into the Analysis Result(s) (but not the underlying Licensee Content in separate form and not in a manner that identifies Licensee) in perpetuity on a royalty-free basis to make product improvements and facilitate content development. Zynx Health will maintain industry-standard physical and technical safeguards for the protection of Licensee Content as described in the Documentation, and will allow access to Licensee Content only to those employees and contractors who have a need to access such Licensee Content in order to provide services hereunder.

3. Licensee represents and warrants that (i) it has all necessary rights to upload and display the Licensee Content into Knowledge Analyzer and to allow the creation and use by Zynx Health of derivative works of such Licensee Content as permitted hereunder; (ii) the use by Zynx Health of the Licensee Content as permitted hereunder will not give rise to any third party claim of infringement, violation of proprietary rights, breach of contract or other claim of improper use; and (iii) the Licensee Content will contain no personally identifiable information of any person and no protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191).
4. Licensee acknowledges and agrees that all rights, title and interest in and to the Analysis Result(s) vest in Zynx Health. To the extent that derivative versions of Licensee Content are reflected in the Analysis Result(s) and may be deemed to have been created by Licensee, such versions shall be considered work made for hire for Zynx Health as a contribution to a collective work pursuant to the provisions of 17 USC Sec. 101 *et. seq.* To the extent any derivative versions of Licensee Content may not be considered work made for hire, then Licensee hereby grants to Zynx Health all right, title and interest in and to such derivative versions of Licensee Content. Licensee agrees to execute all documents reasonably requested by Zynx Health to affect this grant of rights.
5. Licensee: University Medical Center of Southern Nevada, 1800 W. Charleston Blvd., Las Vegas, NV 89102
6. Scope of Use Limit:

<b>Metric</b>	<b>Discharge Limit</b>
Annual Inpatient Discharges	SIZE 19,674

The Permitted Entities are as follows:

<b>Hospital Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>
University Medical Center of Southern Nevada	1800 W. Charleston Blvd.	Las Vegas	NV
<b>Total Permitted Entities: 1</b>			

The Licensed Solutions shall be used by Licensee solely in accordance with the applicable user documentation and solely for its own internal business purposes, including quality control and in connection with clinical procedures performed at its Permitted Entities.

Upon the written request of Zynx Health, but not more than once per annual subscription year, Licensee agrees to provide to Zynx Health its audited Annual Inpatient Discharges in order to determine Licensee's current scope of use. During the Term of this Order #2, the Annual Subscription Fees described in Section D will be subject to increase in the amount set forth below (refer to Increase/Decrease of Subscription Fees Table below) for each 1,000 Annual Inpatient Discharges in excess of the number reflected in the Discharge Limit above. Should such an increase in the Annual Subscription Fee occur, such increased Annual Subscription Fee shall be subject to a decrease during the Term for each 1,000 fewer Annual Inpatient Discharges, however, in no event will the Annual Subscription Fees be reduced below the amounts listed in Section D below. In the event of a decrease, any applicable reduction in fees shall be applied on the upcoming anniversary of the Effective Date of this Order #2.

<b>Scope of Use Metric</b>	<b>Extending Scope of Use Limit by</b>	<b>Amount of Potential Increase/Decrease of Subscription Fees</b>
Annual Inpatient Discharges	1,000 Discharges	\$3,250 per year

### **C. PAYMENT TERMS:**

Licensee agrees to pay the Point-of-Care CME fees (refer to Section F.3), subscription fees, and service fees and expenses listed in this Order #2 and applicable SOW(s). Licensee agrees to purchase a subscription to the Licensed Solutions for the Term of this Order #2. The Term of the subscription shall begin on the Order #2 Effective Date. Unless otherwise provided, the first Annual Subscription Fee, the Point-of-Care CME annual fee for Year 1, and the fees for Services are payable by Licensee to Zynx Health upon the Order #2 Effective Date. The Annual Subscription Fee and the Point-of-Care CME annual fee for each subsequent year to occur are due and payable

on each anniversary of the Order #2 Effective Date. Zynx Health will not perform any onsite services without Licensee's prior written approval. In the event Zynx Health does go onsite, any travel and Reimbursable Expenses associated with Zynx Health's performance of Services set forth in the attached Knowledge Analyzer® Remote Implementation Services will not exceed Licensee's budget of five thousand dollars (\$5,000.00) in total and shall be in accordance with Licensee's Travel Policy attached hereto as Exhibit 1. Licensee will pay Zynx Health's then-applicable fees for any deliverables or services agreed to by the parties beyond those set forth in an applicable SOW. Licensee shall pay all invoices within forty-five (45) days following receipt by Licensee. If invoices for any fees are not paid by Licensee within ninety (90) days of the invoice, Zynx Health may suspend its performance under this Order #2 and associated SOW(s). Zynx Health may increase the Annual Subscription Fee each year after the Initial License Term. In the event that Licensee declines to pay such increase, Zynx Health may elect to terminate this Order #2. Any such increase in the Annual Subscription Fee shall not exceed the amount equal to three percent (3%) of the Annual Subscription Fee for the previous year.

Licensee agrees to pay the below Annual License Fee for the Knowledge Analyzer Enhanced Dashboard for as long as Licensee maintains an active license to the Knowledge Analyzer Licensed Solution. The first annual fee for the Knowledge Analyzer Enhanced Dashboard is due and payable by Licensee to Zynx Health on the Order #2 Effective Date. The Annual License Fee for the Knowledge Analyzer Enhanced Dashboard for each subsequent year to occur are due and payable on each anniversary of the Order #2 Effective Date. In the event Licensee reduces the number of Authorized Personnel licensing the Knowledge Analyzer Enhanced Dashboard to less than twenty-one (21), any reduction in fees shall be applied on the next anniversary of the Effective Date of this Order #2. For the avoidance of doubt, should Licensee increase the number of Authorized Personnel licensing the Knowledge Analyzer Enhanced Dashboard to more than twenty (20), the applicable fees will be applied and prorated (if applicable) beginning on the date of Zynx Health's receipt of written notification from Licensee that the number of Authorized Personnel has reached more than twenty (20).

#### **D. FEES:**

1. Annual Subscription Fees are as follows:

Year 1 Annual Subscription Fee October 30, 2022 to October 29, 2023	Year 2 Annual Subscription Fee October 30, 2023 to October 29, 2024	Year 3 Annual Subscription Fee October 30, 2024 to October 29, 2025
\$63,940.50	\$65,858.72	\$67,834.48

*Changes made to Licensee's scope of use may impact the fees represented in this fee table.*

2. The Annual License Fees for the Knowledge Analyzer Enhanced Dashboard is as follows:

Tier	# of Authorized Personnel	Annual License Fee
No Cost	Up to 20	\$0
1	21 to 80 (CAPPED)	\$15,000

*Licensed Solution(s):*

Knowledge Analyzer®  
ZynxEvidence®

The total Fees during the Initial License Term of this Order #2 (with the exception of extending the Scope of Use, which shall include the Discharge Limit for Licensee and future Permitted Entities accessing Knowledge Analyzer, Authorized Personnel accessing the Knowledge Analyzer Enhanced Dashboard, and Staff Physicians accessing CME), and/or an underpayment of fees, including the Subscription Fees, License Fees, Point-of-Care CME Fees, and any pre-approved Travel and Reimbursable Expenses shall not exceed two hundred eighty-two thousand one hundred thirty-three dollars and seventy cents (\$282,133.70).

#### **E. TERM AND TERMINATION:**

1. This Order #2 shall commence as of the Order #2 Effective Date, and remain in effect for a term of three (3) years (the "Initial License Term"). After the Initial License Term, this Order #2 may be renewed for additional terms, subject to mutual written agreement between the parties (each a "Renewal Term"; and together with

the "Initial License Term", the "Term"); however, Zynx Health may terminate or suspend, at Zynx Health's sole discretion, this Order #2 in the event Licensee has not paid the applicable fees in accordance with Section C.

2. The parties acknowledge and agree that upon the termination or expiration of this Order #2, for any reason except for the termination of this Order #2 due to Licensee's non-compliance in accordance with Section E.3 below, Licensee retains a perpetual, limited, non-transferable, non-exclusive license in the Territory to continue to use any Output that has been incorporated into the medical records of patients of Licensee or a Permitted Entity provided, however, that all restrictions on use set forth under the Agreement and this Order #2 shall apply to such use. Upon termination of this Order #2, Zynx Health shall delete all Licensee Content from Knowledge Analyzer and shall make no further use thereof (except to the extent that derivatives of such Licensee Content are incorporated into the Analysis Results).
3. Licensee may terminate this Order #2 at any time by providing a thirty (30) day written notice to Zynx Health pursuant to Section E.5 below. Upon the expiration or termination of this Order #2, all licenses and sublicenses granted hereunder shall automatically terminate and Zynx Health shall immediately (i) disconnect or deny access by Licensee and Permitted Entities to the Licensed Solutions, including but not limited to Zynx Vital Interventions, ZynxEvidence, the Analysis Results, the Knowledge Analyzer Enhanced Dashboard, the Documentation, and any other data or information made available or supplied to Licensee by Zynx Health, together with copies of the same made by Licensee, its Permitted Entities, and/or Authorized Personnel by the end of the Term; and (ii) certify in writing, upon request by Zynx Health, that Licensee has taken all of the foregoing actions. In the event of the breach of any provision of this Order #2, the non-breaching party shall notify the alleged breaching party, in writing, of the specific nature of the breach and shall request that it be immediately cured. If the breaching party does not cure the breach within thirty (30) days of their receipt of such notice, the non-breaching party may immediately terminate this Order #2, upon written notice to the breaching party. The termination of this Order #2, pursuant to such breach, shall not preclude the non-breaching party from pursuing any and all available remedies. In the event of a non-cured breach by Zynx Health, Zynx Health shall refund to Licensee a pro rata portion of the Subscription Fees, Point-of-Care CME Fees and License Fees paid by Licensee applicable to the remaining unexpired Term of this Order #2.
4. Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Order #2 between the parties shall not exceed those monies appropriated and approved by Licensee for the then current fiscal year under the Local Government Budget Act. This Order #2 shall terminate and Licensee's obligations under it shall be extinguished at the end of any of Licensee's fiscal years in which Licensee'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 Order #2. Licensee agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Order #2. In the event this Section is invoked, this Order #2 will expire on the thirtieth (30<sup>th</sup>) day of June of the then current fiscal year. Termination under this Section shall not relieve Licensee of its obligations incurred through the thirtieth (30<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
5. Notwithstanding anything to the contrary set forth in this Order #2, in the event that this Order #2 is terminated for any reason by Licensee (except as a result of non-cured breach by Zynx Health) prior to the expiration of the current Initial License Term or a Renewal Term by Licensee, payment for all fees and expenses (including fees for Services) set forth in this Order #2 applicable through the current Initial Term or Renewal Term (as applicable) shall become immediately due and payable by Licensee to Zynx Health. Except as otherwise provided in this Order #2, all license fees paid by Licensee to Zynx Health shall be non-refundable.

#### **F. ADDITIONAL TERMS:**

1. Zynx Health and Licensee agree that full execution of this Order #2 is contingent on Licensee executing the Second Amendment to the License Agreement, dated October 30, 2022, on or before Order #2's Effective Date.
2. Zynx Health and Licensee agree that Licensee shall have access to AuthorSpace for the sole and limited purpose of accessing Practice Monitor and Licensee's already existing customized plans of care.
3. Licensee will be entitled to offer Point-of-Care CME credits to its physicians providing services as employees or under a contract to Licensee ("Staff Physicians") made available by Zynx Health via the ZynxEvidence pages, subject to the following:
  - a) Licensee:
    - i. agrees to pay an annual fee of twenty dollars (\$20.00) times the number of Staff Physicians; and

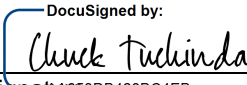
- ii. represents that it has two hundred and fifty (250) Staff Physicians.
  - b) Zynx Health:
    - i. represents that it has an agreement with Annenberg Center for Health Sciences at Eisenhower ("Annenberg") that entitles Zynx Health to offer Point-of-Care CME credits;
    - ii. represents that Annenberg will issue the CME completion certificates;
    - iii. will determine in its discretion how many courses will be made available to Licensee; and
    - iv. will be responsible for transmitting to Annenberg the necessary information regarding verification of the Point-of-Care CME completion by the Staff Physicians.
  - c) Zynx Health and Licensee agree that Licensee will provide the total number of Staff Physicians to Zynx Health annually and no later than thirty (30) days prior to the anniversary of this Order #2 Effective Date. During the Term, the Point-of-Care CME annual fee will be subject to an increase for each additional Staff Physician in excess of the number reflected above. Should such an increase in the Point-of-Care CME annual fee occur, such increase to the Point-of-Care CME annual fee shall be subject to a reduction during the Term, however, in no event will the Point-of-Care CME annual fee be reduced below five thousand dollars (\$5,000.00). Any increase in cost above the 250 Staff Physicians limit shall be subject to Licensee's prior written approval.
  - d) Notwithstanding anything to the contrary as set forth herein, if for any reason the Zynx Health agreement with Annenberg that entitles Zynx Health to offer the Point-of-Care CME credits terminates, Zynx Health may terminate Licensee's access to the Point-of-Care CME credits and Licensee will be entitled to a refund of any pre-paid unearned fees. Such termination right is the sole and exclusive remedy of Licensee for such termination.
4. In the event Licensee is entitled to a refund, Licensee will be paid within seventy-five (75) days of written notification.

**IN WITNESS HEREOF**, the parties hereto have executed this Order #2 as of the Order #2 Effective Date.

**ZYNX HEALTH INCORPORATED**

DATED: 8/16/2022

By

DocuSigned by:  
  
 Signature  
 Chuck Tuchinda  
 Name (Print)  
 President  
 Title

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

DATED: \_\_\_\_\_

By

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name (Print)  
 \_\_\_\_\_  
 Title



## Exhibit 1

### Travel Reimbursement Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

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

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

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

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

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

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

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

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



# STATEMENT OF WORK

## Knowledge Analyzer<sup>®</sup> Remote Implementation Services

Prepared for:

University Medical Center of Southern Nevada

Zynx Health Incorporated  
701 Gateway Blvd., Suite 600  
South San Francisco, CA 94080

# STATEMENT OF WORK

## INTRODUCTION

This Statement of Work (“SOW”) is provided by Zynx Health Incorporated (“Zynx Health”) to outline the Services and Deliverables to be provided by Zynx Health to University Medical Center of Southern Nevada (“Licensee”). This SOW is an exhibit to the License Agreement (the “Agreement”) between Zynx Health and Licensee, dated October 30, 2019, to be effective as of October 30, 2022 (“SOW Effective Date”).

## ZYNX HEALTH KNOWLEDGE ANALYZER IMPLEMENTATION SERVICES

This SOW delineates the specific Deliverables and Services to be provided by Zynx Health to complement Licensee’s subscription to Knowledge Analyzer. The parties agree to fulfil their obligations as described and attributable to each party as set forth herein. Licensee understands and agrees that its participation is required for Zynx Health to carry the Services and Deliverables forward in a timely manner.

Evidence-based clinical guidance is most effective when provided at the point of care. Using evidence-based guidance at the point of care is a key component to gaining clinician engagement and adoption, which leads to decrease variation in care. Decreasing variation in care positively impacts both clinical and financial outcomes.

Knowledge Analyzer allows you to leverage the work already performed building existing content and compares it to the evidence-based content that has the most profound impact on clinical and financial outcomes. By using Knowledge Analyzer, Licensee will decrease the evaluation and review time for content, thus allowing for more rapid deployment of content. Ongoing use of Knowledge Analyzer assures that the latest evidence is used as the basis for the care of the patients at your institution. The Services provided will assure that you derive the most value from your Knowledge Analyzer subscription.

## ZYNX HEALTH METHODOLOGY AND IMPLEMENTATION APPROACH

The structure of the Knowledge Analyzer delivery project will consist of two phases:

- **Implementation** – Training, validation of goals and use cases for the solution and participation in two workshops to guide the Licensee in strategies to incorporate the solution into the Licensee existing workflows.
- **Optimization** – This solution will provide access to the most current evidence-based content to support the ongoing review of opportunities to improve clinical and financial outcomes resulting in routine updates to your content.

Each phase of the project is conducted in concert with Licensee to ensure the successful installation and optimization of the solution.

## SCHEDULE, DELIVERABLES AND ACCEPTANCE CRITERIA

The following table details the schedule, Deliverables, and acceptance criteria for timely delivery of the Services. Licensee and Zynx Health will use reasonable efforts to adhere to the following estimated timeframes. The accuracy of the timeline depends significantly upon the availability of Licensee resources. All information, decisions, comments, and approvals requested by Zynx Health must be met by Licensee in an expeditious manner, as any delay in receiving requested information may result in a delay of delivering the Services. If at any time the Licensee identifies an obstacle to meeting the timelines as outlined below, full documentation of the specific issue will be promptly delivered to the Zynx Health Project Manager for resolution.

	EXAMPLE TIMEFRAME*	DELIVERABLE	RESPONSIBLE PARTY	ACCEPTANCE CRITERIA
IMPLEMENTATION	1-2 weeks following subscription start date	Licensee / Zynx Health team introduction, solution activation and access	Licensee Analysts / Zynx Health	<ul style="list-style-type: none"> <li>Licensee solution access for individuals and organization.</li> <li>Licensee review of Knowledge Analyzer Learning Management System tutorials.</li> </ul>
	1-2 weeks following subscription start date	Organizational Assessment	Licensee Implementation Team and Quality or Performance Improvement Expert / Zynx Health Project Manager and Performance Improvement Specialist	<p>Licensee and Zynx Health will participate in a remote one-hour meeting to complete an organizational assessment to:</p> <ul style="list-style-type: none"> <li>Review the implementation participants, all levels.</li> <li>Review the implementation scope, timeline, goals, content considerations and other relevant information.</li> <li>Perform a baseline review of quality and performance improvement areas to identify areas where Zynx Health can focus with Licensee on outcome improvements utilizing Zynx evidence-based solutions.</li> </ul>
	1-2 weeks following subscription start date	Solution overview and best practices discussion	Licensee / Zynx Health	<p>Licensee participation in a remote one-hour webinar with the Zynx Health team.</p> <ul style="list-style-type: none"> <li>An overview of the solution's features will be provided in preparation for the Executive Strategy Workshop (ESW).</li> <li>Planning for the remote ESW will be discussed, including the definition of the Licensee's Care Guidance Workshop (CGW) pilot condition.</li> </ul>
	2-3 weeks following subscription start date	Executive Strategy Workshop (ESW)	Licensee Clinical and Executive Leadership, Quality Department and Analysts / Zynx Health	<p>One-hour remote workshop with Licensee clinical and executive leadership, and quality department to:</p> <ul style="list-style-type: none"> <li>Validate Licensee's organizational goals for Knowledge Analyzer.</li> <li>Consider use cases for Knowledge Analyzer in context of Licensee organizational goals.</li> <li>Consider the use of the Knowledge Analyzer solution related to the Licensee's workflow, timeline, resources scope, governance, and selected metrics.</li> </ul>
	2-4 weeks following subscription start date	Knowledge Analyzer Administrator Training	Licensee Knowledge Analyzer Analysts and/or Informatics / Zynx Health	<p>Remote one-hour training session for Licensee Analysts and/or Informatics, highlighting both tool navigation and use case scenarios.</p> <ul style="list-style-type: none"> <li>Licensee will have hands-on access to the tool as they learn how to prepare an order set for review and consensus by their subject matter experts.</li> </ul>
	2-6 weeks following subscription start date	Content Management Workflow Knowledge Analyzer Incorporation	Licensee Knowledge Analyzer Analysts and/or Informatics / Zynx Health	<p>Zynx Health team will work with Licensee to incorporate Knowledge Analyzer into content management process using the steps below:</p> <ul style="list-style-type: none"> <li>Understanding of current content (order set management) workflow.</li> <li>Incorporation of Knowledge Analyzer into current process.</li> </ul>

	Completion of Knowledge Analyzer training +1 week	Care Guidance Workshop (CGW)	Licensee Clinical Leadership and Subject Matter Experts, Knowledge Analyzer Analysts / Zynx Health	Subject Matter Experts, Quality department and Analysts will participate in one three-hour remote session (one meeting or broken up into 2-3 sessions depending on licensee preference) led by Zynx Health. The team will: <ul style="list-style-type: none"> <li>Actively work through 1-2 condition checklists to define the best place to utilize evidence-based information organizationally – order set, nursing documentation, policy, protocol, etc.</li> <li>Prepare assessments for review.</li> </ul>
	4-8 weeks following subscription start date	Knowledge Analyzer Reviewer Training	Licensee Knowledge Analyzer Subject Matter Experts	Zynx Health will lead a 30-minute Subject Matter Expert (SME) reviewer training session once content is prepared and ready to send out for review with the goals of: <ul style="list-style-type: none"> <li>Educating SME reviewer on ZynxEvidence and collaboration functionality.</li> <li>Increasing adoption of Knowledge Analyzer.</li> </ul>
OPTIMIZATION	CGW + 6 weeks	Success Check Meeting	Licensee/Zynx Health	Remote meeting to validate ongoing support of continued optimization. <ul style="list-style-type: none"> <li>Zynx Health/Licensee discussion of Knowledge Analyzer report use long-term.</li> <li>Institute ongoing optimization plan.</li> <li>Discuss Licensee's acceptance that the Knowledge Analyzer solution implementation has been completed.</li> <li>Transition to existing client support structure.</li> </ul>

*\*Example timeframes are included. Timing of the activities is dependent upon Licensee readiness.*

## DEPENDENCIES AND ASSUMPTIONS

Zynx Health's approach and estimate is based upon the following assumptions. Changes to these assumptions may require changes to our approach, scope and/or estimate.

1. This SOW does not include any project management support Services following the Optimization Check Meeting.
2. Following the Optimization Check Meeting, a Zynx Health Account Executive will schedule routine phone calls with the Licensee to establish long term, consistent communications, review current content deployment, continue metrics collection, and discuss any new enhancements to Knowledge Analyzer.
3. Should the Licensee decide that their preference is to perform any Services on-site versus remotely, the Licensee and Zynx Health will mutually agree on this decision, and the Licensee will notify the Zynx Health Project Manager in writing at least four (4) weeks prior to the scheduling of the on-site event.

## ROLES AND RESPONSIBILITIES

Licensee agrees to provide the following resources.

LICENSEE ROLE*	LICENSEE RESPONSIBILITIES
EXECUTIVE SPONSOR	Approve and sponsor improvement initiatives.
CLINICAL CHAMPION	Define improvement initiatives, including scope, resources, governance models, associated metrics, etc. Engage and usher subject matter expertise. Facilitate operational support and adoption.
QUALITY and/or PERFORMANCE IMPROVEMENT EXPERT	Responsible for the development and execution of quality or performance improvement activities at Licensee organization to assess, measure and improve performance.
PROJECT MANAGER	Coordinate improvement initiatives, including events and supporting resources. Manage scope, timeline, and execution of project.
SUBJECT MATTER EXPERTS	Provide subject matter expertise for improvement initiatives, sharing time, input, and event participation as dictated by the project.
ANALYSTS	Deploy improvement initiatives in EHR respective systems navigating change control processes and gain proficiency in using the Knowledge Analyzer™ tool.
TECHNICAL RESOURCE	Coordinate set-up of Import Manager with Zynx Health Technical Resource.

*\*Licensee agrees to identify and fill resources for all Licensee staffing areas identified above.*

Zynx Health agrees to provide the following resources.

ZYNX HEALTH ROLE	ZYNX HEALTH RESPONSIBILITIES
ACCOUNT MANAGER	Manage contract and partnership between Licensee and Zynx Health. Provide primary point of contact with Zynx Health throughout contract life cycle.
CLINICAL STRATEGIST	Deliver experiential and evidence-based clinical expertise. Provide clinical consultation throughout contract life cycle.
PERFORMANCE IMPROVEMENT SPECIALIST	Responsible for engaging with Licensee quality or performance improvement experts to identify areas where Zynx can partner to help Licensee achieve improved outcomes utilizing Zynx Health evidence-based solutions.
PROJECT MANAGER	Provide primary point of contact for project engagement.
SALES EXECUTIVE	Identify and facilitate additional service and solution needs.
SUPPORT TECHNICIAN	Complete Licensee account setup. Manage remote support functions and execute issue resolution.
TECHNICAL RESOURCE	Lead Import Manager set-up by collaboration with Licensee Technical Resource.

## ZYNX HEALTH SERVICES – EXPENSES

Any reimbursable expenses while at the Licensee site, (for example, airfare, lodging, food) (the “Reimbursable Expenses”) reasonably incurred by Zynx Health in connection with the performance of the Services shall be reimbursed by Licensee. Invoices for Reimbursable Expenses shall be invoiced on a monthly basis.

For remote Services, Zynx Health does not anticipate there will be any Reimbursable Expenses which, if incurred, would be in addition to the Service Fees described in the Agreement. Any Services that would require Reimbursement Expenses will be discussed and agreed upon in writing prior to any Services being performed. Zynx Health makes every reasonable effort to keep Reimbursable Expenses to a minimum.

## CHANGE CONTROL

All project changes to this SOW including additional fees will be reviewed and mutually agreed upon by Licensee and Zynx Health as part of a formal change control process. Each change will be documented and assessed using a scope change request (SCR) form, attached hereto as **Appendix 1**, detailing any schedule impact, cost impact, and/or risk. The scope change request must be agreed to and signed by Licensee and Zynx Health in order to modify this SOW.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives on the SOW Effective Date.

### UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

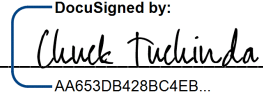
By: \_\_\_\_\_

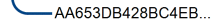
Name: \_\_\_\_\_

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

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

### ZYNX HEALTH INCORPORATED

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

Name:  Chuck Tuchinda

Title: President

Date: 8/16/2022

APPENDIX 1 – FORM FOR SCOPE CHANGE REQUEST  
Scope or Timeline Change Request (SCR)

This form serves only as a request for scope or timeline change. The impact of the scope or timeline change may require a contract *Amendment* if additional fees are associated with the change.

Description of Requested Change:

Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_

Scheduling Impact:

Effect on Schedule:    ☐ Extension    ☐ Reduction    ☐ No Effect  
If there is an extension in the project, define by how much: \_\_\_\_\_  
Previous go-live date: \_\_\_\_\_  
New go-live date: \_\_\_\_\_

Cost Impact:

Effect on Cost:    ☐ Increase    ☐ No Effect  
Cost Increase:        Implementation fees:    \$ \_\_\_\_\_  
                                 Technical fees:                            \$ \_\_\_\_\_  
                                 Customization fees:                        \$ \_\_\_\_\_  
                                 Other fees:                                        \$ \_\_\_\_\_  
                                 Total    \$ \_\_\_\_\_

Please define other fees: \_\_\_\_\_

Risks to Project:

Description	Impact	Probability

University Medical Center of Southern Nevada  Name: Title:	Date
Zynx Health Incorporated  Name: Title:	Date



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
<b>Number of Clark County Nevada Residents Employed: N/A</b>						
<b>Corporate/Business Entity Name:</b> Zynx Health Incorporated						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		701 Gateway Blvd., Suite 600		<b>Website:</b> www.zynxhealth.com		
<b>City, State and Zip Code:</b>		South San Francisco, CA 94080		<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>		310.954.1950		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

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

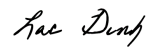
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A		

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

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

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

DocuSigned by:

  
 Signature  
 VP of Finance  
 Title

Lac Dinh

Print Name

7/28/2022

Date

## Zynx Health Leadership

Charles Tuchinda, MD, MBA  
President

Jesse Rosenthal  
Senior Vice President, Solutions

John Chang, MD, PhD, MPH, FACP  
Senior Vice President, Head of Clinical Team

Luis Saldana, MD, MBA, FACEP  
Vice President, Clinical Strategy

Lac Dinh, MBA  
Vice President, Finance and Operations

Joe Martorella, MA  
Vice President of Technology

Eunice Mendoza, MBA  
Vice President of Human Resources

Marybeth Reed  
Senior Director, Account Management

Jimmy Lam, MD  
Director, Product Management

Mariana Small, MBA  
Director, Marketing and Sales Operations

Nan Hou, PhD, RN  
Managing Editor

Robert Kass, MD  
Managing Editor

Jodi Panepinto MSN, APN-C  
Managing Editor

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

<b>Issue:</b>	<b>Master Services Agreement, Statement of Work, and Business Associate Agreement with Accuity Delivery Systems, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Master Services Agreement, Statement of Work, and Business Associate Agreement with Accuity Delivery Systems, LLC; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000870000	Funded Pgm/Grant: N/A
Description: Master Agreement, Statement of Work, and Business Associate Agreement	
CBE: 332.115.1 (b) Professional services	
Term: Three (3) years from date of last signature	
Amount: \$2,174,823.00	
Out Clause: 90 days w/o cause prior to the expiration of the Initial Term	

**BACKGROUND:**

This request is for approval of a Master Services Agreement, Statement of Work, and Business Associate Agreement for services in the form of medical record review upon completion of the patient encounter prior to UMC billing the appropriate payer. The objectives of the services are to accurately and appropriately capture the level of care provided, patient health status, and other clinical information through accurate and compliant physician documentation.

UMC agrees to pay to Accuity the not-to-exceed budget allowance amount of \$2,174,823.00 over the three (3) year Initial Term.

UMC's Manager of Coding Services & Clinical Documentation Improvement has reviewed and recommends approval of these contracts. Staff also requests authority for the Chief Executive Officer to exercise extension options to the term or amendments to the agreement, if deemed beneficial to UMC. In accordance with NRS 332.115(1)(b), the competitive bidding process is not required as the services to be performed are professional in nature.

This Agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda  
August 24, 2022

Agenda Item #

**11**

Accuity Delivery Systems is not required to hold a Clark County business license.

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "*Agreement*"), is made and effective as of the date of last signature below (the "*Effective Date*"), is between ACCUITY DELIVERY SYSTEMS LLC, a Nevada limited liability company having an office at 10000 Midlantic Drive, Suite 400W, Mount Laurel, NJ 08054 ("*Accuity*") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, with a principal address at 1800 W. Charleston Blvd., Las Vegas, NV 89102 ("*CLIENT*"), each a "*Party*" and collectively, the "*Parties*".

### Recitals

WHEREAS, the Parties have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this Agreement; and

WHEREAS, CLIENT desires to procure from Accuity, and Accuity desires to provide to CLIENT, certain services, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the terms, covenants and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, do hereby agree as follows:

#### 1. Definitions and Interpretive Principles.

a) Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"*Agreement*" shall mean, collectively, this Agreement and all attachments, Schedules, SOWs, Exhibits and other Agreements specifically incorporated herein by reference.

"*Breach*" has the meaning set forth in Section 6.b)(i)(C).

"*Confidential Information*" means (i) this Agreement and any attachments thereto and the terms contained therein; (ii) all information marked as confidential or proprietary, or with a similar legend, by either Party; and (iii) any other information that is treated as confidential by the Disclosing Party and would reasonably be understood to be confidential, whether or not so marked (including but not limited to, patient data, financial data, ideas, proposals and products, product combinations, market research data, patients, know-how and trade secrets, marketing strategies and plans, policies, capabilities, contracts (including third party vendors), rate information and other data relating to business intelligence, suppliers, personnel, the terms and conditions of this

Agreement, any discussions related to such, and any results, observations and/or evaluations of the foregoing).

*"Damages"* has the meaning set forth in Section 9.a).

*"Defaulting Party"* has the meaning set forth in Section 6.b)(i)(C).

*"Disclosing Party"* has the meaning set forth in Section 5.a)(i).

*"Effective Date"* has the meaning set forth in the preamble.

"Exhibits/Schedules/SOW" shall mean those attachments to this Agreement identified as such and which identify the specific scope of Services to be supplied by Accuity. The terms and conditions contained in this Agreement apply to all Agreements except to the extent superseded by contrary or inconsistent terms and conditions in an Agreement; the terms and conditions contained in an Agreement shall apply solely to the subject matter of that Agreement.

*"Services"* shall mean the tasks and responsibilities of Accuity and CLIENT under this Agreement and Exhibits, schedules, SOWs or other Agreement attached hereto.

*"SOW"* shall mean any Statement of Work attached to this Agreement which outlines the scope and terms of Services to be provided by Accuity to CLIENT.

*"Term"* has the meaning set forth in Section 6.a).

*"Terminating Party"* has the meaning set forth in Section 6.b)(i).

*"Termination"* means the expiration or termination of the Term as provided in this Agreement.

b) General Interpretive Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (i) as used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural; (ii) accounting terms not otherwise defined herein have the meanings given to them in the United States in accordance with generally accepted accounting principles; (iii) references herein to "Articles" and "Sections" without reference to a document are to designated articles and sections of this Agreement; (iv) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision; and (v) the term "include," "includes" or "including" shall mean without limitation.

2. Services to be Provided by Accuity and Responsibilities of Accuity.

a) Statements of Work. The Services to be performed by Accuity pursuant to this Agreement (collectively, the “Services”) shall be set forth in a Statement of Work and attached hereto as Exhibit A 2.a) (the “SOW”).

b) Accuity shall, in providing the Services, utilize only qualified, appropriately trained, and, as applicable, certified or licensed personnel and shall be solely responsible for assuring that such personnel are appropriately qualified and trained to provide services under this Agreement.

c) Accuity shall promptly remove from service on CLIENT’s account any personnel whom CLIENT does not find satisfactory.

d) All personnel providing Services to CLIENT under this Agreement shall be employees of Accuity or contractors of Accuity (and not CLIENT). Accuity shall be solely responsible for any incidents or benefits of employment that may be due such personnel, as well as for any tax, insurance and liability responsibilities related to the employment and activities of such personnel.

e) Accuity shall provide the Service(s) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person and/or corporation acting in a like capacity and familiar with industry custom and practice would use in the conduct of an enterprise of a like character and with like aims.

f) Accuity shall provide the Services in material compliance with all applicable state, federal and local laws. Accuity acknowledges that the law applicable to all aspects of billing for medical services, including but not limited to the coding of services, is specialized, detailed, and highly complex, and Accuity represents that it possesses the requisite experience and expertise to provide legal and compliant delivery of the Services.

(g) Accuity may perform such other tasks and Services as may be mutually agreed upon in a written amendment between Accuity and CLIENT that changes the scope of tasks and Services as set forth herein.

3. CLIENT Responsibilities. During the Term, CLIENT shall provide Accuity with access to CLIENT’s hospitals, CLIENT’s information technology and such of CLIENT’s other facilities and systems as needed by Accuity to fulfill its obligations under this Agreement. Access provided by CLIENT may include, but not be limited to, electronic access to all patient treatment data necessary for Accuity to perform the Services contemplated in this Agreement; adequate network access in accordance with Accuity’s technical requirements, including but not limited to authorizing remote connectivity direct to related systems in order to perform Services; if applicable, CLIENT will setup and deliver User ID(s) with appropriate security levels to permit Accuity direct access into CLIENT’s system(s) necessary to perform the Service(s) within 30 days

of Effective Date. CLIENT shall also provide any necessary training needed for any policy, procedure or system Accuity will be responsible for following or using in providing the Services. CLIENT shall have such other responsibilities as set forth in each SOW and CLIENT shall provide such other support as may be reasonably necessary to enable Accuity to perform the Services, and as may be otherwise mutually agreed upon in a written amendment between Accuity and CLIENT that changes the scope of tasks and Services herein.

4. Compensation.

a) Fees. In consideration of the Services provided by Accuity hereunder, or under any SOW attached hereto, CLIENT shall pay Accuity in accordance with the rate and terms in the applicable SOW.

b) Payment. Unless otherwise set forth in an applicable SOW, Accuity's fees shall be invoiced monthly. Terms are net thirty (30) days.

c) Additional Services and Travel Expenses. CLIENT shall pay for additional services not described in an applicable SOW, if agreed upon in advance and in writing between the parties, including without limitation reasonable out-of-pocket-travel and living expenses incurred by Accuity in rendering any additional services, based on Accuity's then current rates. All travel expenses will be reimbursed to Accuity according to CLIENT's travel reimbursement policy which is attached here to as Exhibit C – Travel Reimbursement Policy.

d) Disputed Invoices. If CLIENT, in good faith, disputes the accuracy of any amount invoiced by Accuity, CLIENT shall provide Accuity with written notice of dispute within thirty (30) days of receipt of the invoice stating the reasons why the disputed amount is incorrect, along with supporting documentation. In the event the Parties are unable to resolve such dispute within a reasonable time, but no longer than sixty (60) days from Accuity's receipt of CLIENT's written dispute, either Party may pursue any remedy available at law or in equity to enforce its rights hereunder. CLIENT's dispute of a portion of any amount invoiced by Accuity shall not relieve CLIENT of its obligation to pay the undisputed portion in accordance with the terms of this Agreement and/or applicable Statement of Work.

e) Taxes. If applicable, CLIENT has provided Accuity with documentation of its tax-exempt status under federal, state and local law. If, nonetheless, CLIENT is determined to be responsible for any taxes that are levied by any taxing authority related to the Services, it shall pay such taxes, except for any taxes (i) on Accuity's net income; (ii) employment-related taxes relating to Accuity's employees and (iii) any other taxes that Accuity is required by applicable law or regulation to pay.

f) Expenses. Unless otherwise set forth in this Agreement and/or an applicable SOW, CLIENT shall not be obliged to pay for or reimburse Accuity for any Accuity expenses, including expenses for travel, meals, or lodging. Under no



circumstances will CLIENT reimburse Accuity for any expenses unless they are previously agreed to in writing between the Parties and are reasonable, documented with invoices, necessary for the provision of the Services, and incurred in compliance with CLIENT's travel policy.

g) Intentionally Omitted.

(h) CLIENT Changes/Periodic Adjustments. Accuity reserves the right to increase the fee if CLIENT materially changes the scope of the Agreement from what is described herein and in any applicable SOW, or does not provide adequate access, data or information specified in section 3 (CLIENT Responsibilities) which causes Accuity additional cost due to increased staffing for manual processes that would otherwise be automated by providing such data, access or information. Any such increase will require a written amendment to this Agreement by both parties. If CLIENT makes any changes to the scope in Section 2 or Exhibit(s) for the initial or ongoing placements, then Accuity reserves the right to reassess and reprice the Agreement. Additionally, Accuity reserves the right to increase the fees specified in any SOW on an annual basis beginning with the first anniversary of the Effective Date by three (3%).

5. Covenants Protecting Proprietary Interests.

a) Confidentiality and HIPAA.

(i) Each Party ("*Recipient*") receiving the Confidential Information of the other Party ("*Disclosing Party*") shall (A) not use any of such Confidential Information for any purpose other than as permitted or required for the performance of its obligations hereunder, (B) keep such Confidential Information strictly confidential, using steps no less rigorous than it uses to protect its own Confidential Information, and (C) not disclose to others the Disclosing Party's Confidential Information, including any results of the scientific evaluations, discussions and negotiations related to that Confidential Information, except that Recipient may disclose the Disclosing Party's Confidential Information to such of its trustees, directors, managers, officers, agents, employees and independent contractors (collectively, the "*Representatives*") who require access to such information for Recipient to perform its obligations under this Agreement and who are bound by confidentially, non-use and nondisclosure obligations substantially similar to, and in any event at least as protective as, those set forth in this Agreement. The Parties agree that the terms of this Section 5.a) shall be binding on their Representatives, and a Recipient shall be liable for breaches of this Agreement by its Representatives.

(ii) To the extent the Confidential Information is protected health information subject to HIPAA requirements, Accuity shall comply with the terms and conditions of the Business Associate Agreement attached hereto as Exhibit B, which is made a part hereof. Notwithstanding anything to the contrary contained

in this Agreement, Accuity may use and disclose such protected health information, provided that it has been de-identified in accordance with 45 C.F.R. § 164.514(a)-(c).

(iii) The Recipient's obligations of confidentiality and nonuse contained herein shall not apply to any of the Disclosing Party's Confidential Information that (A) is in the possession of Recipient prior to the Effective Date, as evidenced by written records maintained in the ordinary course of business; (B) is independently developed by or for Recipient without the use of any of the Disclosing Party's Confidential Information (as evidenced by written records maintained in the ordinary course of business); (C) is received without an obligation of nondisclosure, or after expiration of such obligation, by Recipient from a third party who has a lawful right to so disclose; (D) is currently in the public domain; or (E) hereafter comes into the public domain through no breach of this Agreement by Recipient or its Representatives.

(iv) In the event a governmental entity or a court of law of competent jurisdiction requires either Party to disclose the existence of any Confidential Information, Recipient shall (A) promptly provide the Disclosing Party with written notice of such requirement, (B) furnish only that portion of the Confidential Information that the Recipient is legally required to furnish and (C) use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. In the event any such disclosure is required, the Recipient shall use its reasonable efforts to permit the Disclosing Party to seek a protective order or other appropriate remedy.

(v) Upon Termination, if feasible, Recipient shall promptly return to the Disclosing Party all embodiments of such Disclosing Party's Confidential Information received from the Disclosing Party, and any copies thereof, or, if such return or destruction is not feasible, the Recipient shall extend the protections of this Section 5 to the Confidential Information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. Notwithstanding anything to the contrary contained herein, the Parties agree that Accuity is not conveying nor is CLIENT obtaining any ownership rights in and/or right to use the programs, systems, data or materials created and used by Accuity in its provision of the Services (including their source codes and related documentation and instructions). Accuity shall hold the sole and exclusive right, title and interest in and to all techniques, methods, ideas, products and programs developed by it (whether alone or jointly with CLIENT) in connection with the performance of this Agreement.(vi) Nothing contained in this Agreement shall be deemed to prohibit or restrict Accuity from using in connection with the provision of services to other hospitals and health care providers, any techniques, methods, ideas, products and programs that may be jointly developed by the Parties in connection with the performance of this Agreement. CLIENT further acknowledges that the

Services are constantly evolving and improving based on feedback and information received by Accuity's CLIENTS and that CLIENT is a beneficiary of such information through its receipt of the Services. Therefore, CLIENT acknowledges that if it develops and discloses to Accuity ideas, know-how and forms of expression concerning or related to the Services ("Developments"), to the extent that CLIENT has any ownership interest in such Developments, CLIENT hereby grants to Accuity a perpetual, nonexclusive, royalty-free license to use such Developments in connection with the Services and generally in connection with the operation of Accuity's business.

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

b) Non-Solicitation. During the Term and for two (2) years after Termination (the "*Restricted Period*"),

(i) neither CLIENT nor any of its affiliates shall, without the prior written consent of Accuity (which may be withheld in its sole discretion), directly or indirectly (A) induce or encourage or solicit any employee of Accuity or its affiliates to leave such employment or to accept any other position or employment with CLIENT or any of its affiliates or (B) hire or assist any other person in hiring any such employee; and

(ii) neither Accuity nor any of its affiliates shall, without the prior written consent of CLIENT (which may be withheld in its sole discretion), directly or indirectly (A) induce or encourage or solicit any employee of CLIENT or its affiliates to leave such employment or to accept any other position or employment with Accuity or any of its affiliates or (B) hire or assist any other person in hiring any such employee;

(iii) *provided, however*, that this Section 5.b) shall not apply to the inducement, encouragement, solicitation or hiring of employees who have left the employment of Accuity, CLIENT or any of their respective affiliates (as applicable) and shall not prohibit general solicitations for employment through advertisements, or for those referrals received by a search firm, employment agency or other similar entity provided that such entity has not been specifically instructed to solicit the employees of the other Party, or other means.

c) Remedies. The Parties acknowledge and agree that, in the event of a breach or threatened breach of this Section 5, monetary damages shall be inadequate to compensate the non-breaching Party, and the non-breaching Party shall be entitled, without the posting of a bond or similar security, to an injunction restraining such breach, with the costs (including reasonable attorneys' fees) of successfully securing such injunction to be borne by the breaching Party. The Parties hereby acknowledge the necessity of the protections described in this Section 5 and that the nature and scope of such protection has been carefully considered by the Parties. The scope of the restrictions contained in this Section 5 is expressly agreed to be fair, reasonable and necessary. The consideration and benefits provided for herein are deemed to be sufficient to compensate each Party for agreeing to the restrictions contained in this Section 5. If, however, any court determines that the forgoing restrictions are not reasonable, such restrictions shall be modified, rewritten or interpreted to include as much of their nature and scope as will render them enforceable. The Parties agree that the Restricted Period shall be tolled, and shall not run, during any period of time in which a Party is in violation of the terms of Section 5.b), in order that the injured Party shall have all of the agreed-upon temporal protection recited therein.

6. Term and Termination.

a) Term.

(i) This Agreement. This Agreement begins on the Effective Date and continues for thirty-six (36) months thereafter, unless sooner terminated as provided in this Agreement (the "*Initial Term*").

(ii) SOW Term. The term of each SOW shall be as set forth therein and the terms of the SOW shall control with respect to the Services being provided thereunder.

(iii) Budget Act and Fiscal Fund Out: In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the 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. The 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 the Agreement. CLIENT agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve CLIENT of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

b) Termination.

(i) For Cause. Either Party (the "*Terminating Party*") shall have the right to terminate this Agreement or any SOW immediately in the event of:

(A) The Bankruptcy of the other Party;

(B) The dissolution of the other Party that is not reinstated by the state of the Party's formation or organization within 60 days of filing;

(C) The uncured breach by the other Party ("*Defaulting Party*") of any material covenant or warranty hereunder (with respect to a termination of this Agreement) or under a particular SOW (with respect to a termination of such SOW) (a "*Breach*"), and such Breach is not cured within thirty (30) days after written notice of the Breach and demand by the Terminating Party to the Defaulting Party that the Breach be cured. The parties acknowledge that certain breaches, such as those involving fraud, crime, violations of law and breach of trust, are not capable of cure, and that each party shall have the right to immediately terminate this Agreement upon the other Party's commission of such a breach;

(D) The other Party substantially terminates its business operations; or

(E) The other Party is excluded, debarred or suspended from any federal health care program.

(ii) Without Cause. Except as otherwise provided in an applicable SOW, either Party shall have the right to terminate this Agreement without cause upon ninety (90) days' written notice.

c) Effect of Termination. Termination of this Agreement shall terminate all SOWs under this Agreement. With the exception of provisions which, by expression or necessity survive Termination, neither Party shall have any further obligations to the other Party hereunder; *provided, however*, that Termination will not relieve either Party of any obligations which accrued hereunder prior to the date of such Termination and *provided, further* that Termination shall not relieve CLIENT of any obligation to Accuity

under this Agreement with respect to payment for the Services rendered prior to Termination.

7. Representations and Warranties.

a) Each Party represents and warrants to the other that:

(i) Existence. It is a corporation or limited liability company duly incorporated or organized, validly existing and in good standing under the laws of the state of its formation;

(ii) Power and Authority. It has the requisite corporate or limited liability company power and authority to execute, deliver and perform its obligations under this Agreement;

(iii) Legal Authority. It has obtained and shall maintain all licenses, authorizations, approvals, consents and/or permits required to perform its obligations under this Agreement under all applicable laws of all authorities having jurisdiction over the Services, except to the extent that the failure to obtain any such licenses, authorizations, approvals, consents and/or permits is, in the aggregate, immaterial;

(iv) Due Authorization. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate or limited liability company action on the part of such Party; and

(v) No Violation or Conflict. The execution, delivery and performance of this Agreement shall not constitute a violation of any judgment, order or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default.

b) DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, ACCUITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY REGARDING ANY OF THE SERVICES, RESOURCES, EQUIPMENT, SOFTWARE, OR OTHER ITEMS PROVIDED BY ACCUITY UNDER THIS AGREEMENT, OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND ACCUITY EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Compliance.

a) Compliance.

(i) Each Party shall comply in all material respects with all applicable laws and regulations related to the execution and carrying out of its responsibilities under this Agreement.

(ii) Accuity represents and warrants that neither it, nor any of its employees assigned to CLIENT have been convicted of an offense related to health care or listed by a federal or state agency as being debarred, excluded, or otherwise ineligible for federal or state program participation. Accuity shall be responsible for screening its CLIENT engagement team employees against the federal OIG List of Excluded Individuals and Entities, and the federal System for Award Management Excluded Parties List. Accuity agrees to promptly notify CLIENT should the name of any CLIENT engagement team employee appear on either of these exclusion lists.

b) Health Care Fraud and Abuse Laws. Neither Party shall engage in any activities that are prohibited under 42 U.S.C. §§ 1320 7-a or 7-b, or 42 U.S.C. §1395nn (subject to the exceptions set forth in such provisions), or the regulations promulgated thereunder or pursuant to similar applicable state or local statutes or regulations.

c) Access to Books and Records. The Parties agree that if this Agreement is determined to be a contract within the purview of §1861(v)(1)(I) of the Social Security Act (§952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated in implementation thereof at 42 CFR Part 420, then during the Term and for a period of four (4) years thereafter, each Party agrees to make available to the Comptroller General of the United States, the Department of Health and Human Services (“HHS”) and their duly authorized representatives, access to the books, documents and records of such Party, and such other information as may be required by the Comptroller General or Secretary of HHS, to verify the nature and extent of the costs of services provided by such Party. If a Party carries out its duties under this Agreement through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization’s books and records.

d) Storage and Destruction of Data. Accuity represents and warrants that it shall treat storage and destruction of data in accordance with applicable laws and regulations and in compliance with the terms of any applicable Business Associate Agreement attached as an exhibit to this Agreement.

#### 9. Indemnification and Insurance.

a) Indemnification. Accuity agrees to indemnify, defend and hold harmless CLIENT from and against all claims, liabilities, and expenses, including reasonable attorneys’ fees and costs arising out of the Agreement which may result from acts, omissions, or breach of the Agreement by Accuity, its employees, contractors or agents..

b) Damages. Accuity's total cumulative liability under, in connection with, or related to this Agreement, whether based on breach of contract, warranty, tort, product liability, or otherwise shall not under any circumstances exceed the total fees paid (less any refunds or credits) by CLIENT to Accuity under the applicable SOW for the affected service during the twelve (12) month period immediately preceding the initial accrual of the alleged damages. In no event shall the foregoing limitation apply to Accuity's obligations set forth in the terms and conditions of the Business Associate Agreement between the parties, or losses occasioned by fraud, willful misconduct, however, in no event shall Accuity's liability exceed the limits of any applicable insurance policy maintained by Accuity.

c) EXCLUSION OF DAMAGES. In no event will either party be liable to the other party under, in connection with, or related to this Agreement for any special, incidental, indirect, or consequential damages, including but not limited to, lost profits or loss of goodwill, whether based on breach of contract, warranty, tort, product liability, or otherwise, and whether or not such party has been advised of the possibility of such damage.

d) Insurance. During the Term of this Agreement and/or any applicable SOW Accuity will maintain and keep in force during the following insurance coverages and limits: (i) statutory worker's compensation and employer's liability coverage with limits of \$1,000,000; (ii) Commercial general liability and Errors and Omissions with limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate; and (iii) Cyber Liability coverage of at least \$3,000,000 per occurrence and in the aggregate.

10. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT (OR PORTION THEREOF). IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE AGGREGATE FEES PAID OR OWED UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT WILL THIS LIMITATION APPLY TO THE AMOUNTS DUE FOR SERVICES UNDER THE AGREEMENT.

11. Independent Contractors.

a) None of the provisions of this Agreement are intended to create and none shall be deemed or construed to create, any relationship between Accuity and CLIENT other than that of independent contractors. Accuity and CLIENT are independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. This Agreement is not intended, and shall not be construed,



to create a venture, partnership, association, trustee-beneficiary relationship, principal-agent relationship, or fiduciary relationship between the Parties.

b) Each Party, at all times, shall be solely responsible for all salaries and other remuneration and the payment of all applicable federal, state or local withholding or similar taxes and the provision of workers' compensation and disability insurance for any person employed by it.

c) Neither Party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party.

d) If the Internal Revenue Service or any other governmental agency shall, at any time, question or challenge the independent contractor status of the Parties, then both Parties, upon receipt by either of them of notice from the Internal Revenue Service or any other governmental agency, shall promptly notify the other Party and afford the other Party the opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other governmental agency, irrespective of how such discussions or negotiations are initiated.

12. Notices. Any notices to be given hereunder by either Party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the first business day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) five (5) business days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the Parties at the following respective addresses or at any other address designated by a Party in writing:

If to CLIENT:

University Medical Center – Las Vegas  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102  
Attn: Legal Department

If to Accuity:

Accuity Delivery Systems, LLC  
10000 Midlantic Drive, Suite 400W  
Mount Laurel, NJ 08054  
Attn: Chief Financial Officer  
Cc: General Counsel

13. Dispute Resolution. Any dispute or claim arising out of or in connection with this Agreement or any SOW, including any claims arising from allegations that either party is in breach of contractual obligations, shall be subject to the following dispute resolution process:

a) Escalated Negotiations. A party wishing to resolve a dispute other than by informal means shall give written notice to the other party. If the dispute is not resolved within thirty (30) business days of the Party's receipt of the initial notice, the Notifying Party shall give a second written notice to the other party's Senior Vice President or other senior designee, and the dispute may be submitted for mediation if not resolved within thirty (30) business days after the Responding Party's receipt of the second notice. Each party will be responsible for their own costs and expenses of such mediation, including attorney's fees and costs and all other expenses in connection therewith.

14. General Provisions.

a) Entire Agreement. This Agreement including exhibits, attachments, written terms incorporated by reference, and SOWs, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior arrangements, communications, and understanding (both written and oral) regarding this subject matter.

b) Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by both Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

c) Assignment. Except as otherwise provided herein, this Agreement may not be assigned by either Party except on the prior written consent of the other Party hereto; *provided however*, that either Party shall have the right, upon notice, to assign this Agreement to such Party's successor upon merger, consolidation or corporate reorganization of such Party or upon the sale of substantially all of such Party's assets.

d) Marketing/Advertising. Accuity will not make any use of CLIENT's name, trademarks or logo or any variations thereof, alone or with any other word or words without the prior written consent of CLIENT, which consent will not be unreasonably withheld. CLIENT agrees that Accuity may include CLIENT's name in customer lists or related marketing and promotional material for the purpose of identifying users of Accuity's Services and that such use by Accuity during the term of this Agreement does not require prior written consent of CLIENT.

e) Governing Law; Jurisdiction. Nevada law shall govern the interpretation and enforcement of the Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada..

f) Force Majeure. Neither Party will be responsible for any failure of or delay in the performance of any of its obligations under this Agreement that is caused by forces

beyond the reasonable control of such Party, including fire, explosion, natural disaster, war (whether declared or not), act of terrorism, strike, or riot, provided that the nonperforming Party uses reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed, and notifies the other Party of such cause as promptly as is reasonably practical given the circumstances. It is agreed that financial inability shall not be a matter beyond a Party's reasonable control.

g) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, trustees, receivers, successors and permitted assigns.

h) Further Action. Each Party agrees that it will execute and deliver such further instruments and will take such further action as may be necessary to discharge, perform or carry out any of its obligations and agreements hereunder.

i) Severability; Modification to Comply with Law. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement. In the case of such invalidity which substantially impairs the benefits of the Agreement, the Parties will endeavor in good faith to modify this Agreement so as to preserve the benefits of this Agreement in a manner which complies with applicable laws. If a modification of this Agreement is necessary to cause this Agreement to be in compliance with state or federal law, or the requirements of an accrediting or regulatory agency, or if there is a future change in Medicare, Medicaid or other federal or state statutes or regulations or in the interpretation thereof, which renders any of the material terms of this Agreement unlawful or unenforceable, the parties agree they shall amend this Agreement to bring it into compliance with such statute, regulation, requirement or the interpretation thereof

j) No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm, corporation or other entity, other than the Parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

k) Construction of Agreement. This Agreement will not be presumptively construed for or against either party. Section titles are for convenience only and will not affect this Agreement's interpretation. As used in this Agreement, "will" means "shall" and "include" means "include without limitation".

l) Execution in Counterparts. This Agreement may be executed electronically or otherwise in multiple counterparts, and so executed will constitute one agreement,

binding on both Parties, even though both Parties are not signatories to the original or same counterpart. All such counterparts of this Agreement taken together will for all purposes be deemed a fully executed instrument. Signatures delivered by facsimile or PDF shall be as effective as original signatures.

m) Integration of Exhibits and SOW's. All Exhibits and SOW's attached to this Agreement or subsequently executed by the parties pursuant to this Agreement are integral parts to this Agreement as if fully set forth herein and are incorporated herein by this reference.

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

{signatures follow}

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CLIENT: UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA

By: \_\_\_\_\_  
Name: Mason Van Houweling  
Title: CEO  
Date:

ACCUITY DELIVERY SYSTEMS, LLC

By: \_\_\_\_\_  
Name:  
Title:  
Date:

## EXHIBIT A

### STATEMENT OF WORK #1

#### Physician-Led Review Program

This Statement of Work, including any attachments hereto (the “SOW”), is hereby governed and incorporated into that certain Master Services Agreement (the “Agreement”), dated as of the last signature date of the Agreement between University Medical Center of Southern Nevada (“CLIENT”) and Accuity Delivery Systems LLC (“Accuity”) (each a “Party” and collectively, the “Parties”). In the event that any term or condition in this SOW conflicts with any term or condition of the Agreement, this SOW shall control with respect to work being provided under this SOW only.

#### I. DEFINITIONS

For the purposes of this SOW, capitalized terms shall have the meanings defined the Agreement unless otherwise set forth herein.

“*Clinical Guideline*” has the meaning set forth in Section 2.2a).

“*Commencement Date*” means the date on which the Pilot Period begins, which typically means the date of first productive use by Accuity whereby Accuity has full operational system access to CLIENT’s Medical Record, and possession of all extracts, encoder encounter data files necessary to perform Services under this SOW.

“*Effective Date*” is the Effective Date as defined in the MSA.

“*Initial Term*” has the meaning set forth in Section 2.5.

“*Medical Record*” means the complete clinical chart, including but not limited to progress notes, diagnostic testing results, laboratory data and pharmacy records, of each Patient as provided to Accuity by CLIENT.

“*Patient*” means a patient of a Facility whose Medical Record is provided by CLIENT to Accuity for review in connection with the Program.

“*Physician*” means an M.D. or a D.O. employed or subcontracted by CLIENT or its affiliate.

“*Program*” means the Services and deliverables provided by Accuity pursuant to this SOW.

“*Program Administrator*” means the individual identified by CLIENT as the primary point of contact for Accuity during implementation and the SOW Term.

“Raw CLIENT Data” has the meaning set forth in Section 2.2(b)(i) and shall include such data as more thoroughly described in SOW Exhibit A attached hereto.

“Remote Access” has the meaning set forth in Section 2.2(b)(i).

“Renewal Term” has the meaning set forth in Section 4.

“Service Fee” means the fees described in Schedule 1.

“DRG” means diagnosis related group.

“Services” means the services provided by Accuity pursuant to this SOW.

“SOW” shall mean this Statement of Work.

“SOW Term” means the Initial Term and any Renewal Term pertaining to this SOW.

## II. PROGRAM OVERVIEW

2.1 Program Definition/Objectives. Pursuant to the terms of the Agreement and this SOW, Accuity shall provide Services in the form of Medical Record review upon completion of the Patient Encounter prior to CLIENT billing the appropriate payer (specifically the “Services) (collectively the “Program”). The objective of the Program is to accurately and appropriately capture the level of care provided, patient health status, and other clinical information through accurate and compliant Physician documentation, which ultimately improves the accurate coding of clinical data, outcomes measurement data, such as mortality and case mix indexes, and ensures appropriate reimbursement for medical services rendered.

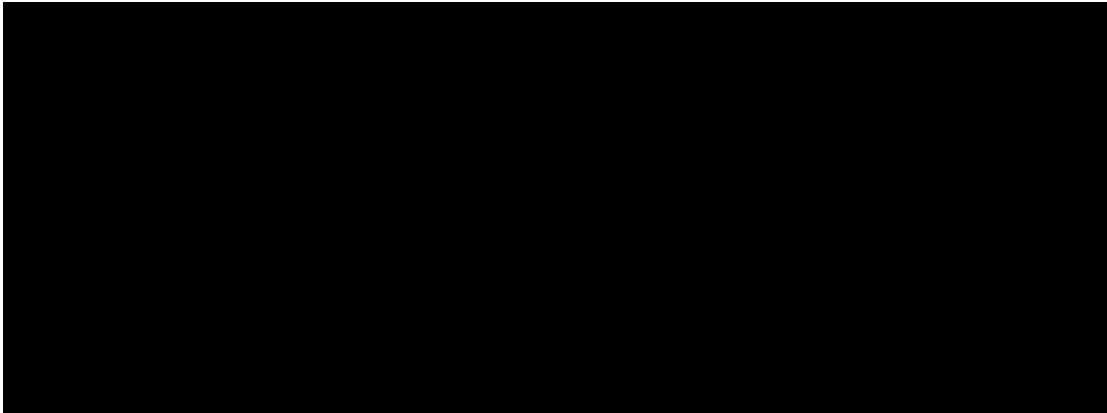
- a) Rollout Schedule. Accuity shall provide the Services for CLIENT’s facilities in accordance with the Schedule set forth below (the “Rollout Schedule”). The Pilot Program, as set forth in Section 2.3 below shall only apply to the initial CLIENT facility(ies) implemented in accordance with Rollout Schedule, as set forth in this Section. The Rollout Schedule for Client facilities implemented post-Pilot are included in the Post-Pilot Rollout Schedule below and may be agreed upon and amended as needed by mutual agreement of the Parties at any time following completion of the Pilot Program.

### Rollout Schedule

CLIENT Facility	Rollout Date
University Medical Center Las Vegas	TBD

University Medical Center Children’s Hospital	TBD
---	-----

2.2 Responsibilities of Each Party and Scope of Services. Accuity and CLIENT agree that each Party is responsible to fulfill certain key responsibilities in order to achieve a successful outcome to the Services described in this SOW and the fulfillment of these responsibilities shall be considered material terms of this SOW.



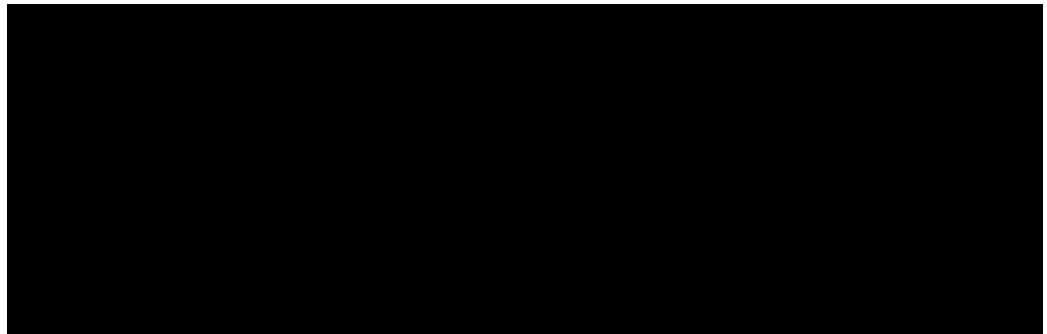
- b) CLIENT Responsibilities.
- i. Immediately following the Effective Date, CLIENT shall provide to Accuity raw encoder discharge data (the “Raw CLIENT Data”) as per the Accuity Data Loader document (see SOW EXHIBIT A). Such data files are to be provided to Accuity via Secure File Transfer Protocol (SFTP) on an agreed upon schedule. In addition, CLIENT shall provide Accuity remote access to CLIENT’s electronic health record software and any other systems required to perform the Services (the “Remote Access”).
  - ii. During the SOW Term, CLIENT will be responsible for facilitating access by Accuity to any system that comprises the Medical Records at its facilities.
  - iii. During the SOW Term, CLIENT will provide the necessary data files for Accuity to perform the Services under the Program, including but not limited to, a cumulative hourly (minimum daily) file containing all cases currently in scope for review (the “Encounter File”), and a cumulative daily file of all cases reviewed by Accuity and sent for final billing after review (the “Billing File”). Prior to the Commencement Date of the Pilot, CLIENT and ACCUITY shall agree to the necessary testing and sign off on all data elements contained

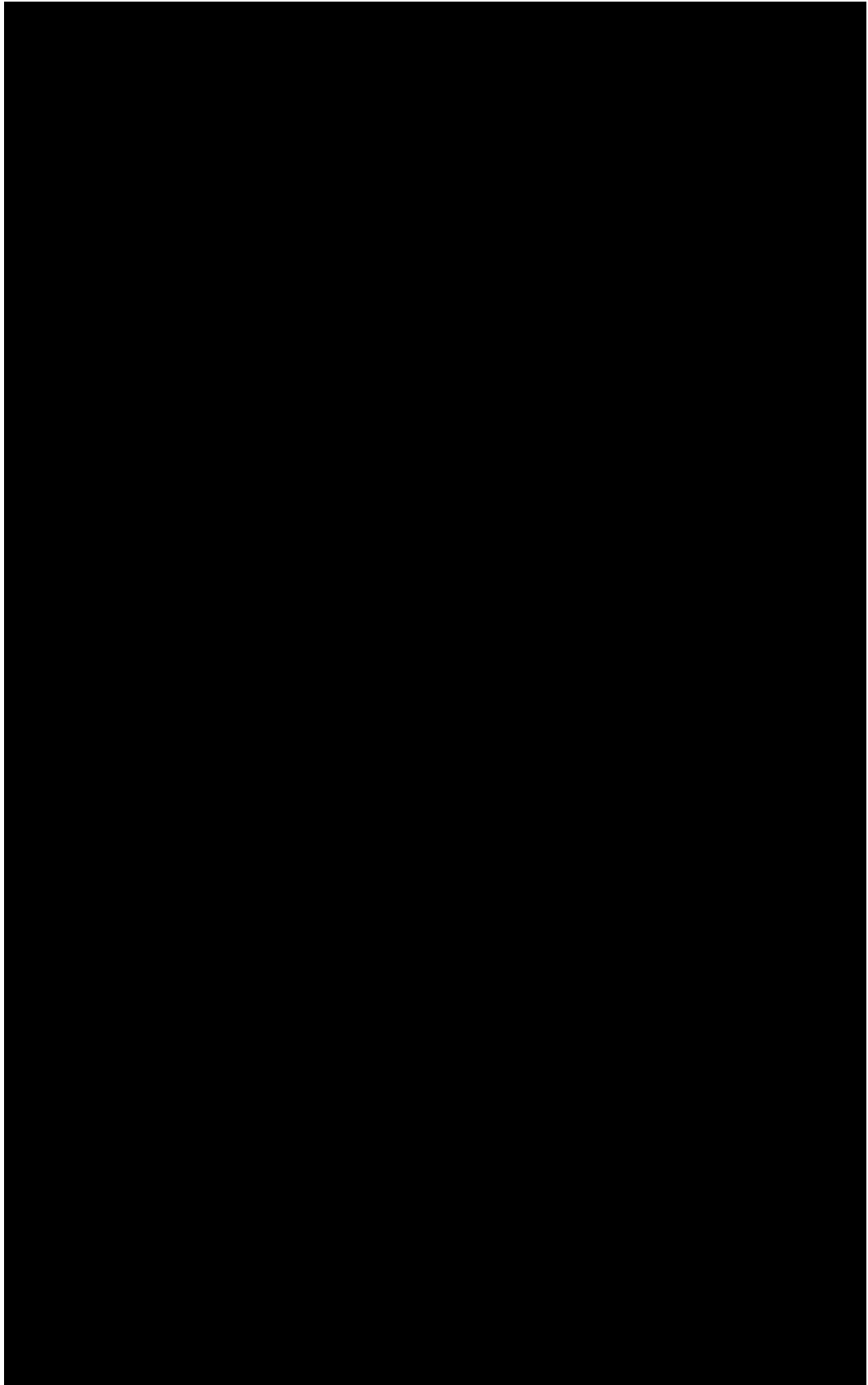


in the Encounter and Billing files, file transfer scheduling and reconciliation. If the aforementioned files cannot be tested fully before the Commencement Date due to CLIENT system constraints, CLIENT and ACCUITY may agree to a testing period wherein CLIENT will send a smaller number of cases as live files for ACCUITY to review and test. Once ACCUITY and CLIENT have completed the testing period, the project will be deemed ready for commencement and the Parties shall agree to a Commencement Date.

- iv. CLIENT will designate and provide a Program Administrator to support the administration of the Program.
- v. CLIENT will designate and provide a Physician Leader to support the Services on behalf of CLIENT. The Physician Leader shall work directly with Accuity to support the Services as needed and from time to time.
- vi. CLIENT also will be responsible for providing Accuity with timely access to all information systems and tools, where applicable including but not limited to EMR, Encoder, CAC, and Abstractor so that Accuity may perform the Services adequately and accurately.
- vii. CLIENT shall be responsible for query response and monitoring and shall manage any escalation process to ensure the appropriate level of query response rate needed to ensure the successful outcome of the Services.
- viii. CLIENT shall be responsible for providing Accuity with necessary reimbursement data after billing and for the parties to evaluate the successful outcome of the Services. CLIENT agrees to be available to schedule review meetings at regular intervals to evaluate the Accuity performance and financial impact of the Services.

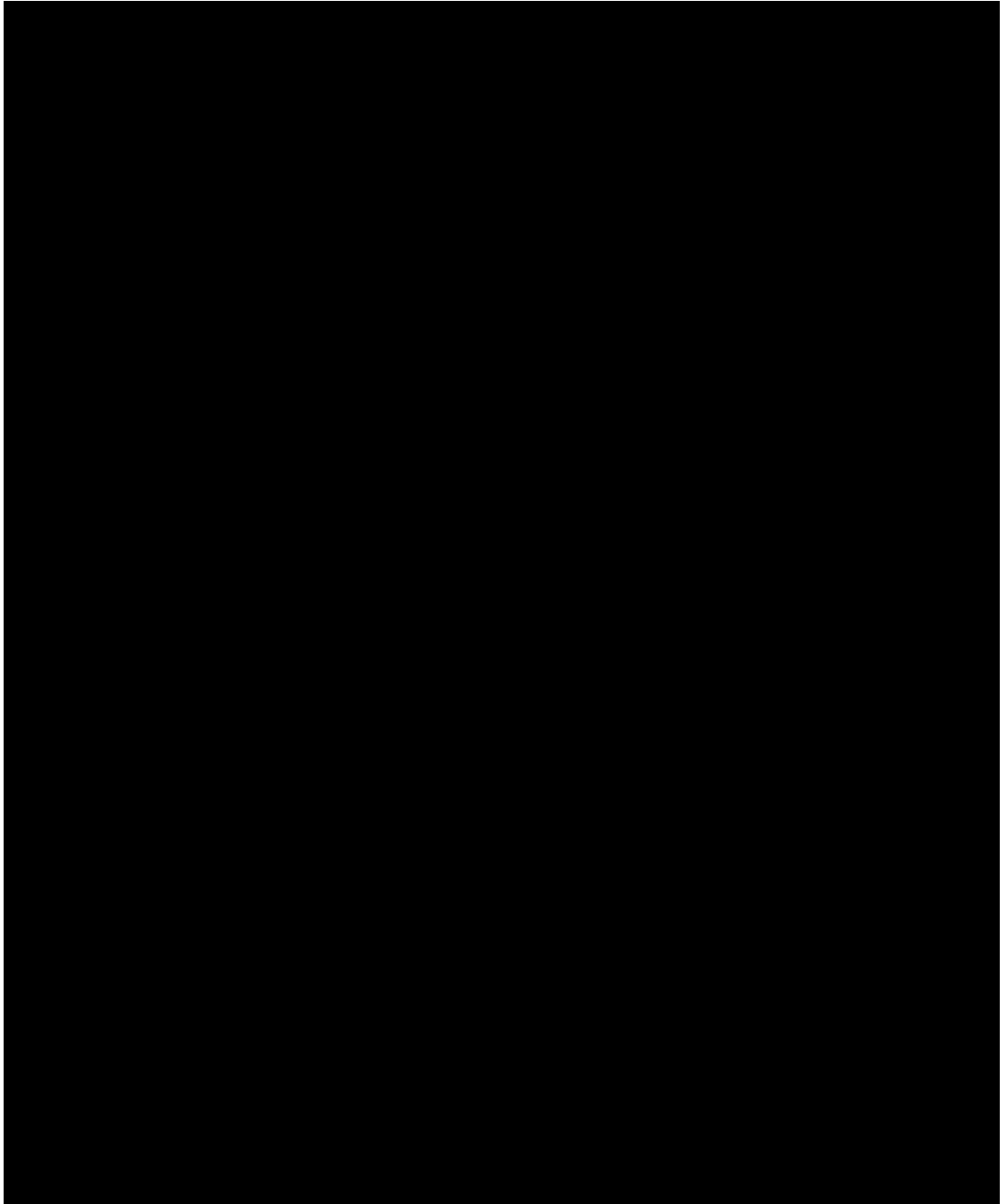
c) Accuity Responsibilities.

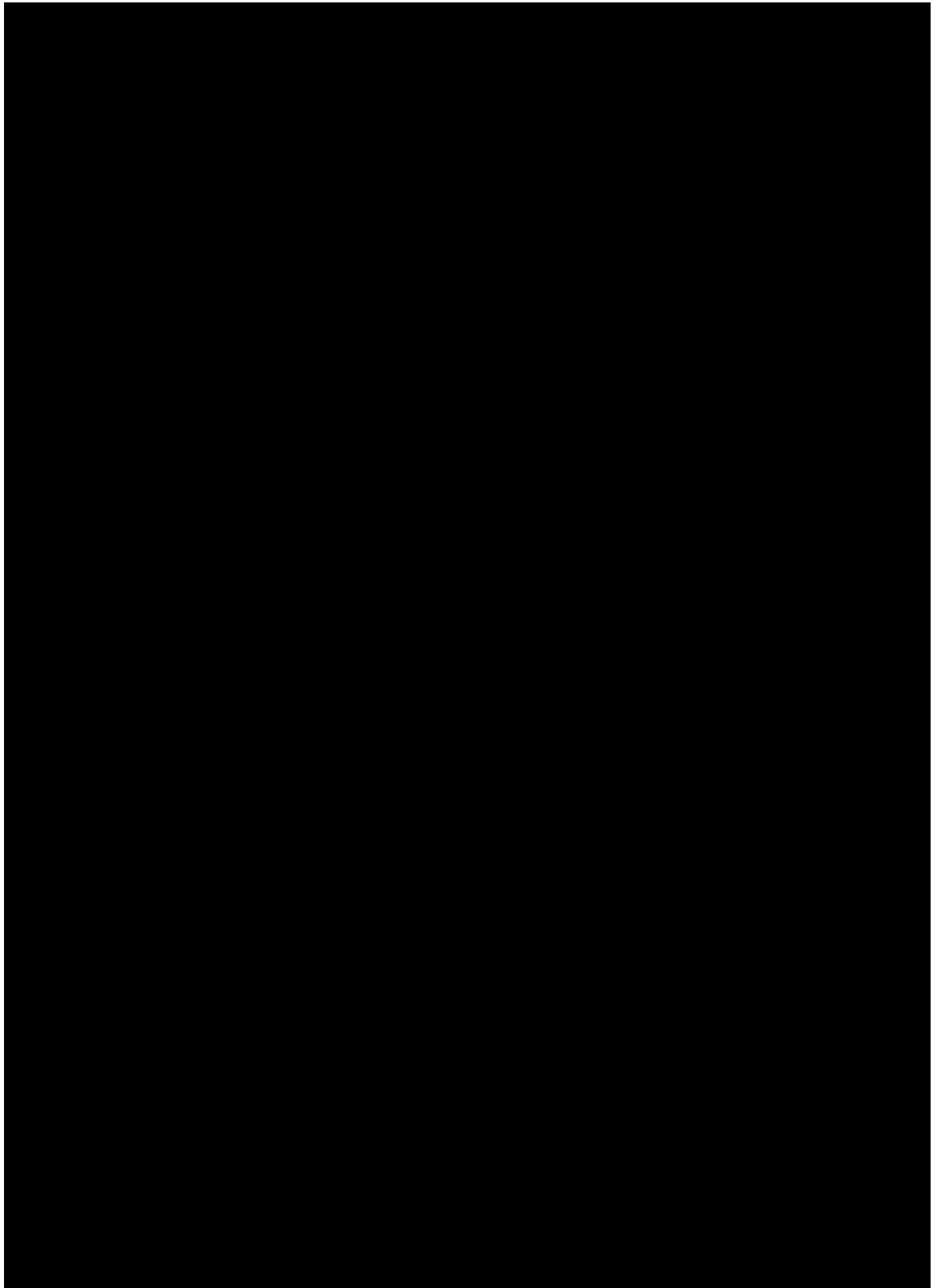






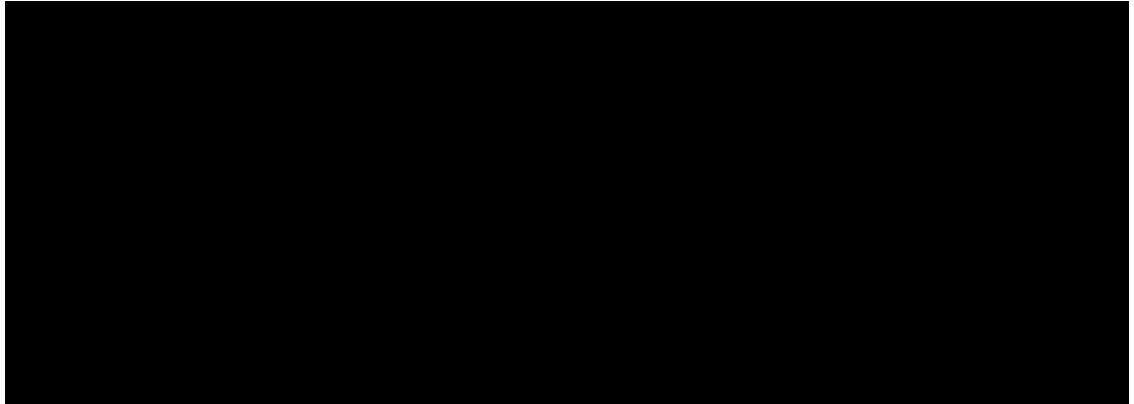
2.3 Pilot Program. As set forth below, Accuity shall provide CLIENT with a no-risk ninety (90) day review, during which time CLIENT may terminate this SOW without incurring liability for Service Fees (the “Pilot Program”). The Pilot program shall operate as follows:





2.4 Service Fees. Following completion of the Pilot Program, CLIENT shall pay to Accuity the fees for the Services in the amount and upon the terms set forth in Schedule 1 to

this SOW and shall compensate Accuity for the Services provided during the Pilot Period as set forth in Section 2.4(a) below.

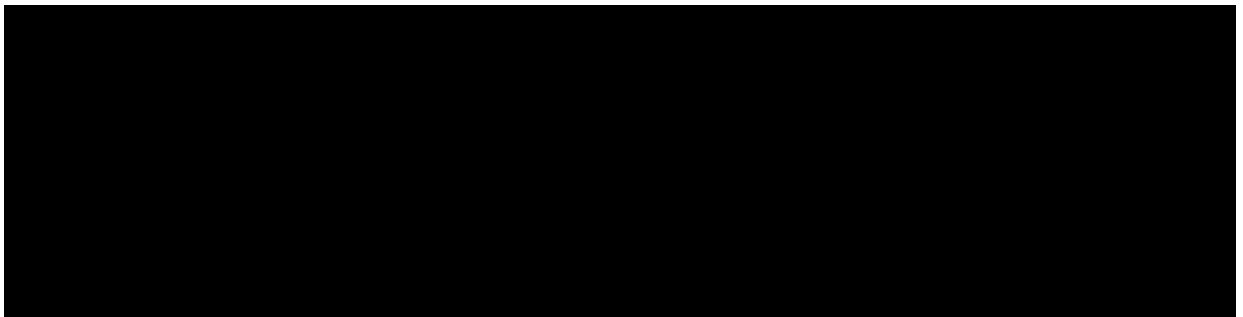


2.5 SOW Term. Unless sooner terminated as provided herein, the SOW shall have a term of thirty-six months (36) from the Effective Date (the “Initial Term”).

2.6 Accuity Compliance. All of the Services will be performed, as further detailed in the Agreement, in accordance with CLIENT ’s requirements as set forth herein and all applicable accreditation, state, local and federal standards and requirements. Accuity agrees to perform the Services under this SOW as requested and authorized by the Program Administrator (or an employee designated by the Program Administrator).

### III. TERMINATION

3.1 Unless a separate Term is specified herein, this SOW will terminate automatically upon termination of the Agreement in accordance with the terms set forth therein.



3.3 Termination Without Cause. This SOW may be terminated by either party, at any time by providing ninety (90) days written notice to the other party. Except for the case of Special Termination, as set forth in Section 3.2 above, each party shall be responsible for all accrued liabilities up to and including the date of termination.

3.4 Effect of Termination. Except as set forth in Section 3.2 above, termination of this SOW shall not relieve CLIENT of its obligation to pay Accuity any and all fees incurred through the date on which Accuity ceases to provide the Services.

This SOW may not be changed orally and may only be altered and/or amended by a written agreement signed by both CLIENT and Accuity.

{signatures follow}

## SIGNATURES

This SOW is acknowledged and agreed to by both CLIENT and Accuity as witnessed by their respective signatures below. By signing this SOW, the signatory for each Party hereby certifies and represents that he/she has the actual authority to bind his/her respective Party to this SOW.

CLIENT: UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA

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

Name:

Title:

ACCUITY DELIVERY SYSTEMS, LLC

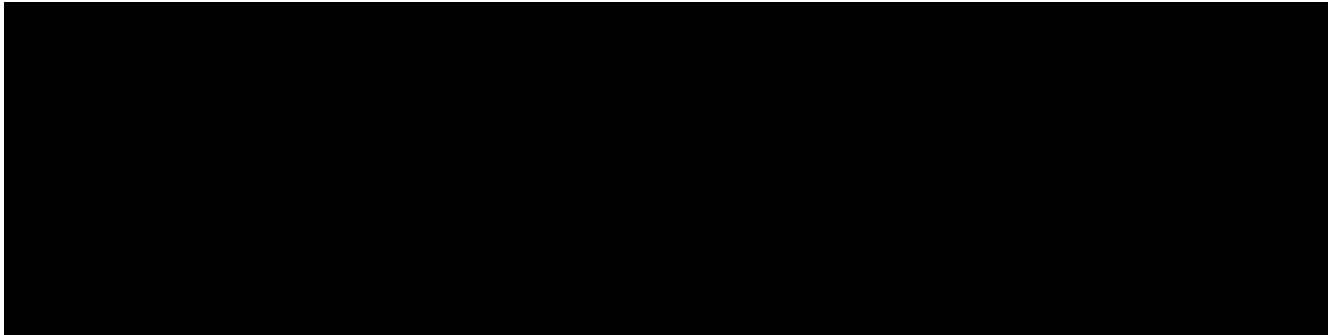
By: \_\_\_\_\_

Name:

Title:

SOW #1 Schedule 1.

SERVICE FEE



Invoicing and Payment. Accuity shall invoice CLIENT on a monthly basis during the term of this Agreement and/or SOW. Such invoices shall be payable by CLIENT within thirty (30) days of receipt thereof and any and all invoice disputes must be brought by CLIENT in accordance with the term set forth in the Agreement. Any disputes not raised by CLIENT in accordance with the terms of the Agreement shall be deemed waived. For any dispute made in good faith, in accordance with the terms of the Agreement, CLIENT shall promptly provide written notice to Accuity setting forth the reason(s) for the dispute. Payment of any undisputed amount, and any interest accrued thereon in accordance with the terms of the Agreement, shall not be suspended while the dispute is ongoing.





# ACCUITY™

## DATA LOADER FILE FORMATS

VERSION 5.0

Files shared with Accuity Delivery Systems must be saved to the agreed upon locations. In order for the import process to work correctly the exact file names, data types, and column headings specified below must be used. All data files must be pipe (|) delimited, and external public IP's must be whitelisted for SFTP access. Transfer frequency and transport method to be discussed and agreed upon during initial IT meeting.

If you have any questions, please contact an Accuity IT Representative for further clarification:

Accuity Delivery Systems, LLC  
1000 Midlantic Drive, Suite 400W  
Mount Laurel, NJ 08054

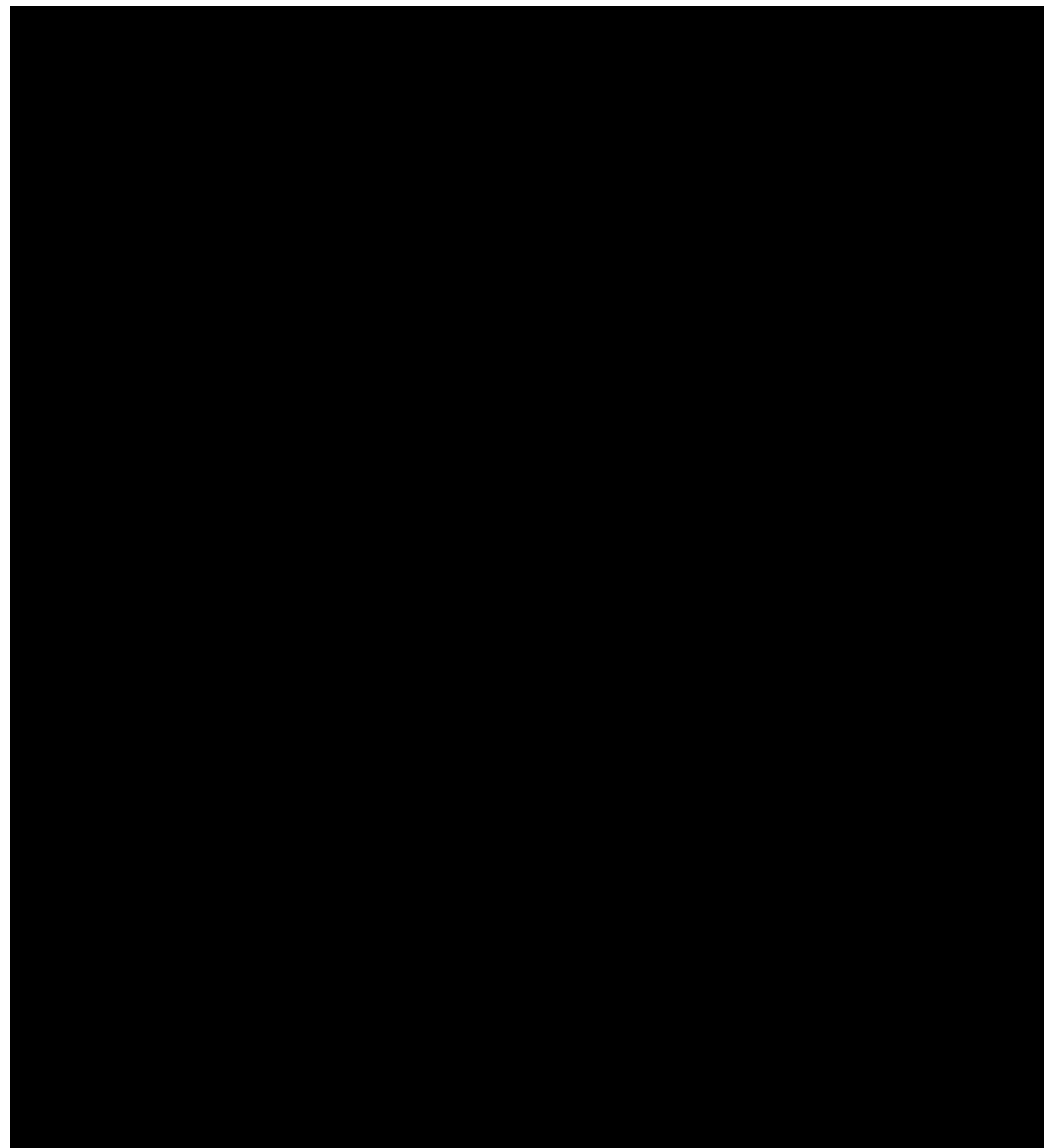
# Table of Contents

**I. Operational Encounter Data ..... 2**  
Post-contract, frequency of this file is recommended every 3 hours with the first file delivered by 6am daily.

**II. Operational Billing File ..... 3**  
Post-contract, frequency of the billing file delivery is recommended daily.

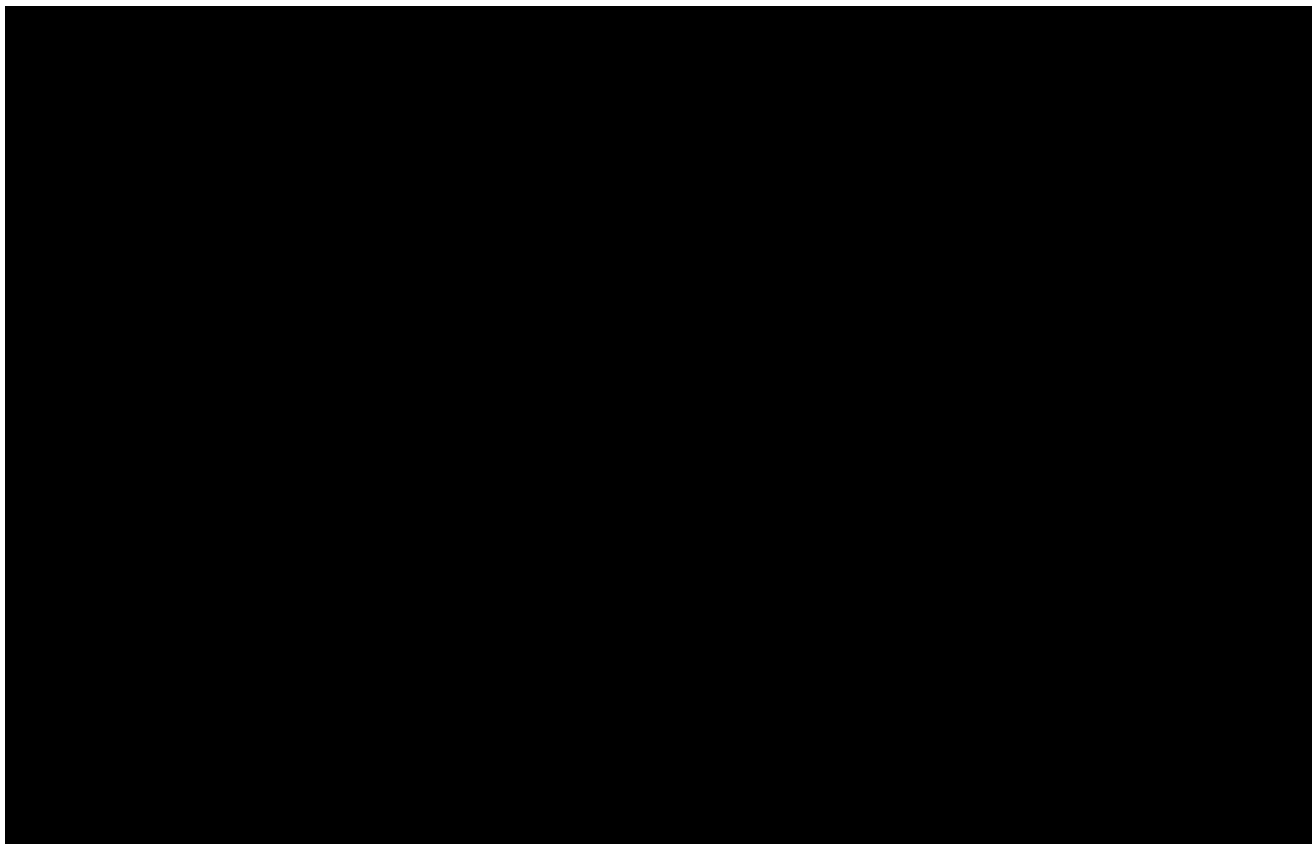
## Operational Encoder Data

The encoder file contains record level information for medical encounters, marked for Accuity Review. This file must be a pipe delimited text file (|) saved as "encMMDDYYhhmmss.txt" where the MMDDYYhhmmss is the date and time the file was created. We require the following fields:



## Operational Encoder Data

The billing file contains Billing DRG information associated to medical encounters reviewed by Accuity Delivery Systems. This must be a pipe (|) delimited text file saved as "BillingMMDDYYhhmmss.txt" where the MMDDYYhhmmss is the date and time the file was created. We require the following fields:



## EXHIBIT B

### Business Associate Agreement

This Agreement is made effective the last date of signature below, 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 Accuity Delivery Systems LLC, with its principal place of business at 10000 Midlantic Drive, Suite 400W, Mount Laurel, NJ 08054 hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

#### WITNESSETH:

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

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

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

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

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

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

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

#### I. DEFINITIONS

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

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

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

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

## II. ACKNOWLEDGMENTS

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

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

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

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a

“Business Associate Agreement” with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

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

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

#### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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



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

#### VIII. MISCELLANEOUS

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

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

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

*[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:

By: \_\_\_\_\_  
Mason Van Houweling

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

Title: CEO

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

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

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

Exhibit C  
Travel Reimbursement Policy

The following are the acceptable travel guidelines for reimbursement of travel costs. Reimbursement shall only be for the contract personnel.

Transportation:

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

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

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

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

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

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

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

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

**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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
<b>Number of Clark County Nevada Residents Employed: 5</b>						
<b>Corporate/Business Entity Name:</b>		Accuity Delivery Systems, LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		10000 Midlantic Drive, Suite 400W		<b>Website:</b> www.accuityhealthcare.com		
<b>City, State and Zip Code:</b>		Mount Laurel, NJ 08054		<b>POC Name:</b> Janice Hale		
				<b>Email:</b> Janice.hale@accuityhealthcare.com		
<b>Telephone No:</b>		646-568-2801		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
ADS Intermediate Holdings, LLC		100% of Accuity Delivery Systems, LLC
ADS Intermediate Parent Holdings, LLC		100% of ADS Intermediate Holdings, LLC
ADS Parent Holdings, LLC		95% of ADS Intermediate Parent Holdings, LLC
MTS Accuity Blocker Corp		5% of ADS Intermediate Parent Holdings, LLC
Frazier ADS Aggregator, L.P.		43.41% of ADS Parent Holdings, LLC
22C Aviator Holdings, LLC		20.34% of ADS Parent Holdings, LLC
Adams Street Accuity Co-Inv. Aggregator LLC (together with its Affiliates)		20.34% of ADS Parent Holdings, LLC
Allan Todd Van Meter	CEO	0.13% of ADS Parent Holdings, LLC
Robert Jones	CFO	0.04% of ADS Parent Holdings, LLC

**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.

Robert Jones

Signature Robert Jones

Print Name

CFO

08/12/2022

Title

Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***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**

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>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. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
August 24, 2022

Agenda Item #

**12**