Audit and Finance Committee Meeting

Wednesday, May 19, 2021 2:00 pm

ProVidence Suite - Trauma Building 5th Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
May 19, 2021 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)

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

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

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

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

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

1. Public Comment

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of April 21, 2021. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Receive the monthly financial report for April FY21; 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. Review and recommend for approval by the Governing Board the Addendum 2 to Provider Agreement with P3 Health Partners-Nevada, LLC; and take action as deemed appropriate. *(For possible action)*

7. Review and recommend for approval by the Governing Board the First Amendment to Master Services Agreement for Consumer Reporting and Ancillary Services and Product and Pricing Addendum with Trans Union LLC for eScan services; and take action as deemed appropriate. *(For possible action)*

8. Review and recommend for approval by the Governing Board the Second Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz; and take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board the SmartForce Workforce Management Software Agreement with Ability Network, Inc.; and take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Client Agreement with FocusOne Solutions, LLC for temporary labor staffing services; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with METEJEMEI, LLC for rentable space for the UMC Quick Care and Primary Care at 5860 Losee Road; and take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Sixth Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and its School of Medicine; and take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

13. 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

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

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

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

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

University Medical Center of Southern Nevada
Governing Board Audit and Finance Committee Meeting
April 21, 2021

UMC ProVidence Suite
Trauma Building, 5th Floor
800 Hope Place
Las Vegas, Clark County, Nevada
Wednesday, April 21, 2021
2:00 p.m.

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
Harry Hagerty
Dr. Donald Mackay
Jeff Ellis (via WebEx)
Mary Lynn Palenik (via webex)
Christian Haase (via webex)
Barbara Frasier (Ex-Officio)

Absent:
None

Others Present:
Mason Van Houweling, Chief Executive Officer (via WebEx)
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Maria Sexton, Chief Information Officer
Susan Pitz, General Counsel
Lia Allen, Attorney
Rose Coker, Director of Managed Care (via WebEx)
Carissa Rey, Academic and External Affairs Officer
Jacqueline Saites, Director of Contracts and Materials Management
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

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

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on March 24, 2021. *(For possible action)*

FINAL ACTION:

A motion was made by Member Mackay that the minutes be approved as recommended. Motion carried by majority vote. Member Hagerty abstained, as he was not present for the March 24, 2021 meeting.

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

FINAL ACTION:

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive the monthly financial report for March FY21; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- March FY21 Financial Report

DISCUSSION:

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

Key indicators were reviewed. Admissions exceeded prior year by approximately 11%. AADC continues to be high at 533. Acuity remains high. Overall hospital CMI was 2.10 and Medicare CMI was 2.18.

Inpatient surgeries were 32% above prior year with 864 cases and there were 566 outpatient surgeries. There were 14 transplants reported. The ED to admission conversion rate remains strong. Emergency room visits were down 8%. Quick cares were down roughly 20%, primary cares were above prior year 32% and deliveries were down. The conversation continued regarding difference in reimbursement for observation vs. inpatient.

On trended stats, admissions are above prior year but are still below the pre-COVID average. Inpatient and outpatient surgeries were at record levels for the month.

Inpatient payor mix by admits trended shows Medicare is up 6%; Medicaid is down 2.75% due to below average pediatric volumes. ED trends shows commercial up almost 2.4% and Medicaid is down 3.5%. Inpatient surgical, commercial is down 6% and Medicare is up almost 9%. Medicaid is up in outpatient surgeries 4%.

Member Ellis commented there is more commercial volume in outpatient surgeries. This is a topic for conversation for Strategic committee.

The income statement showed net patient revenue was above prior year $14.6 million and other revenue was up $6.3 million primarily due to COVID reference lab testing. There was a 340B catch up of $3.5 million, which is out of period and the reference lab related to COVID testing was $1.8 million. Operating expenses continue to be high. Income from ops was $5.6 million. Net patient revenue reserve was released.

March YTD income from ops showed a loss of $16.3 million.

Income statement trended shows we are in the black 3 months in a row.

Key financial indicators show day's cash on hand is roughly 3.5 months on hand, which is an improvement from prior month. Candidate for bill was 6.3 days. Action plans are in the works. Cash collections goal was met.

Salary, wages and benefits for March were favorable $1.4 million over prior year. Overtime is $300k over last year and contract labor is $2.4 million. An action plan to improve core staffing and volume changes by department is being discussed.

Member Ellis asked if open nursing positions are being tracked and how many FTE hours are needed. Ms. Wakem responded that HR does this. She added the market demand for contract labor drives the rate.

Other expenses for the month of March are up $7 million over prior year primarily due to supplies. Lab reagents totaled $2.6 million, high cost drugs $1.2 million and implants $1.7 million.

COVID supply expenses were at $3.8 million.

Ms. Wakem continued to the Capital Plan for FY20, explaining that $31 million has been committed to projects already in process.

Chair Caspersen asked what was being spent from the FY21 capital. It was explained that due to COVID, several projects were put on hold.

Cash flow continues to be strong. DSH payments received in March of $22.5 million for the period of January through April and an IAF payments of $2.9

million was also received. There is another $120 million outstanding for some of the other programs.

Balance sheet review showed improvement over the prior month.

Roughly 43k COVID tests were performed in March and 15k vaccinations were administered during the month.

Chair Caspersen asked what the capacity was for daily vaccinations. Ms. Rey stated that we have an average of 750, but there is capacity for more.

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 updated the Committee on the Cares Act funding. To date, the hospital has received roughly $80 million in Cares Act funding. During the pandemic, there was a moratorium put on sequestration. Sequestration is an overall 2% reduction in Medicare reimbursement put in place in 2013.

Physician documentation review is being done to ensure an accurate clinical picture is captured in the medical record.

The leadership team will be reviewing expenditures, with the goal of cutting costs and reduce unnecessary spending. Length of stay and efficient patient discharge is also being discussed.

Member Mackay asked if physicians play a negative role in discharges. Ms. Wakem stated that there is concern with the timeliness of discharges.

FINAL ACTION TAKEN:

None

ITEM NO. 6 Receive a legislative update from Carissa Rey, Academic and External Affairs Officer; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- None

DISCUSSION:

Carissa Rey, Academic and External Affairs Officer, provided a brief update on the Legislative Session and the bills that are currently being discussed. The deadline for bills in the Legislative Session to be passed out of committee and their Houses of origin has passed. There were several bills that did not survive and some were granted and exception.

Certain Patient Protection Bills passed out of committee: SB5 regarding telehealth and SB40 regarding all-payer claims data base. Bills with widespread support related to the expansion of Medicaid eligibility and crisis stabilization network for mental health crisis also survived.

Other bills that passed committee were AB347 - Provider Tax/Rate Commission, which will now be a study; AB47 targeting unfair trade practices; and a bill allowing UNR and UNLV School of Medicine Campuses to be able to affiliate with private for-profit and non-profit hospitals and medical centers to create academic health centers.

Lastly, Ms. Rey listed the bills that were not voted out of committee, which included AB346, a price transparency bill, an intrastate nurse licensing compact bill and AB44, which was UMC's bill that would expand closed session ability.

FINAL ACTION TAKEN:

None

ITEM NO. 7 **Receive and recommend for acceptance by the Governing Board the Single Audit from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly. *(For possible action)***

DOCUMENTS SUBMITTED:
- Single Audit Wrap-Up
- Single Audit Information

DISCUSSION:

Ms. Wakem updated the Committee on the BDO Single Audit, which is designed to ensure federal funds are spent in accordance with the grant requirements. There were no findings.

FINAL ACTION TAKEN:

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

At this time the Committee considered Items 9-16 for approval. Item 8 will be discussed later during the meeting.

ITEM NO. 9 Review and recommend for approval by the Governing Board the Amendment Number Seven to Participating Provider Agreement with SilverSummit Healthplan, Inc.; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment

DISCUSSION:

This is a language change to the agreement, deleting the old enhanced payment language and replacing it with the new direct payment program language, which has been approved and recommended by the State, County and the managed care MCOs. There will no longer be an administrative fee.

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

DOCUMENTS SUBMITTED:
- Amendment Two to Participating Facility Agreement

DISCUSSION:

This is an amendment to allow SelectHealth to expand their HMO/PPO network to include UMC and add more facilities and more doctors to their network.

FINAL ACTION TAKEN:

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

ITEM NO. 11 Review and recommend for approval by the Governing Board the Precise ID Price Change Amendment with Experian Health, Inc.; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Price Change Amendment
- Disclosure of Ownership

DISCUSSION:

This is an application through Experian Health to validate IDs of patients doing virtual registration without using social security numbers, which will eliminate fraud activity for My Chart activations. This amendment includes a 12-month discount option. This will reduce overages and keep a reduction in costs.

Maria Sexton, CIO, added patients are currently unable to access their MyChart account without validation. Precise ID assists in overcoming challenges with patient access and there has been a reduction in calls received in the call center.

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. 12 Review and recommend for approval by the Governing Board the Quotation with Philips Healthcare, a division of Philips North America LLC, for the purchase of Echocardiogram Ultrasound Machines; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Quotation
- Master Agreement
- Disclosure of Ownership
- Sourcing Letter

DISCUSSION:

Ms. Saites stated this is an agreement to replace end of life systems that may have potential cyber security issues. These are new ultrasound machines for heart and vascular with 3D imaging capability and they have increased cyber security safety. The agreement comes with a 1-year warranty and substantial discounts with trade in allowances.

Member Mackay asked what happens to the end of life items. Ms. Saites stated that these will be wiped clean and returned to the vendor.

FINAL ACTION TAKEN:

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

ITEM NO. 13 Review and recommend for approval by the Governing Board the Professional Services Agreement for Pediatric Urology On-Call Coverage with Children's Urology Associates, LLC; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Professional Services Agreement

DISCUSSION:

This is a new agreement for 24/7 pediatric urology service. The rate remains the same as previous agreements for this service and is a 3-year agreement with 2 one-year options.

FINAL ACTION TAKEN:

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

ITEM NO. 14 Review and recommend for approval by the Governing Board the McKesson Connect 340B Contract Pharmacy Load Forms with McKesson Corporation; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Walmart McKesson 340B Connect Load Form Applications

DISCUSSION:

Ms. Saites reminded the Committee that the 340B program, utilizing Walmart to participate, was previously discussed and approved. She added Walmart requires contract pharmacy use of McKesson Connect to load forms and information for an additional 26 locations.

A conversation ensued regarding the negotiation process, additional contract requirements and cost involved.

FINAL ACTION TAKEN:

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

ITEM NO. 15 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with Daniel L. Orr, D.D.S., M.S., LTD. for space at 2040 W. Charleston Blvd., Suite 201; authorize the Chief Executive Officer to execute renewal options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- 2040 Lease Agreement
- Disclosure of Ownership

DISCUSSION:

Historically Dr. Daniel Orr has leased space at the building located at 2040 Charleston Blvd. This is a new agreement with an increased rental rate. This is a 3-year agreement with two 1-year options and is subject to an increase of 4% or CPI, whichever is less. A 90-day option to terminate is included. A conversation ensued regarding the terms of the lease agreements.

FINAL ACTION TAKEN:

A motion was made by Member Hagerty to approve and make a recommendation to the Board of Hospital Trustees to approve the agreement. Motion carried by majority vote.

ITEM NO. 16 **Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the First Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of University of Nevada Las Vegas (UNLV) for space at 2040 W. Charleston Blvd.; authorize the Chief Executive Officer to exercise extension options; and take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:
- First Amendment to Interlocal Medical Office Lease

DISCUSSION:

UNLV will be exercising their first option to extend the current lease for another year. This will extend their lease to October 31, 2022. This is subject to a 3% annual increase and a 90-day out.

FINAL ACTION TAKEN:

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

Ms. Wakem announced to the Committee that this would be Jacqueline Saites last meeting as she is resigning from UMC. Thank you to Jacqueline for all of your hard work and efforts in support of UMC!

At this time the Committee returned to review Item 8 regarding the FY2022 Budget.

ITEM NO. 8 **Receive and review the Proposed Final FY22 Operating Budget to be submitted to Clark County and discuss any changes; and direct staff accordingly. *(For possible action)***

DOCUMENTS SUBMITTED:
- FY22 Budget

DISCUSSION:

Jennifer Wakem, CFO, presented the Proposed Final FY22 Operating Budget.

Ms. Wakem began her presentation by providing the Committee a recap of the discussion of the preliminary budget presented in March. At that time, she projected a loss of $20.2 million for 2021 and a loss of $10.6 million for the 2022 budget.

Ms. Wakem shared current market economic conditions received from Jeremy Aguerro, which showed a statistical overview of the economic impact the city and state could expect in the housing market, population growth and job market. The second half of CY2021 is expected to be better economically, though the expectation is that the city will not fully recover until CY2022. The County is leveraging 2019 numbers to build their 2022 budget. Ms. Wakem looked at the 2019 volumes to leverage the budget for UMC. Nationally, a "V" shaped recovery curve is anticipated.

Although Medicaid has been expanded and there has been a 20% increase in qualified enrollments, there has been a 3% drop in the Medicaid payer mix at UMC as compared to the pre-COVID average. The key driver is pediatrics, as the volume has dropped significantly. Adjustments in payor mix brought commercial down 2% and pushed Medicaid up 2% in the budget.

A summary of the FY2022 key statistics highlighted the adjustments made from the preliminary budget in patient length of stay and admissions.

The final budgeted income statement for FY22 showed a loss of $19.8 million. An overall change to labor was built in due to contract labor and union negotiations. Cares Act funding was not projected into the 2022 budget. There was a brief discussion of the FY2021 projected income summary statement.

The final budget vs. final projections were next reviewed. A $20 million loss has been budgeted for FY22, with an expectation of $5.6 million loss ending FY21. The conversation continued regarding the COVID testing revenue and the nonrecurring revenue streams.

Lastly, the Committee discussed remaining concerns regarding volumes, payor mix changes, COVID testing and operating expenses.

Ms. Wakem reminded the Committee that the final budget will be submitted to the Governing Board for approval and then it will be submitted to the County.

<u>FINAL ACTION TAKEN:</u>

A motion was made by Member Hagerty that the Committee recommend the FY22 budget for approval by the Governing Board. 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)*

DISCUSSION:
None

FINAL ACTION TAKEN:

None

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

COMMENTS BY THE GENERAL PUBLIC:

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 4:06 pm., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

Contracts Report Out - May 2021

Audit and Finance Committee Agenda 5/19/21

Agreements with a P&L Impact												
Item #	**Bid/RFP# or CBE**	**Vendor on GPO?**	**Contract Name**	**New Contract/Option Exercise or SOW Modification**	**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 332.115(1)(h)	No	Trans Union, LLC	Amendment	No	35 Months and 26 Days	90 days w/o cause	Base Agreement NTE $903,698.63 Amendment 1 NTE $1,080,000.00 Cumulative Total NTE $1,983,698.63	None	Savings Est. $90,000.00 annually	Patient Accounting	Amendment 1 requests to, among other things, exercise the final extension option, update the software platforms used and fee schedule, and add additional funding.
8	NRS 332.115(1)(b)	No	Shannon Kane-Saenz	Amendment	No	1 Year	15 days w/o cause	Base Agreement NTE $98,000.00 Amendment 1 NTE $69,000.00 Amendment 2 NTE $150,000.00 Cumulative Total NTE $317,000.00	None	None	Information Technology	Amendment 2 requests to extend the term of the Agreement by 1 year and add $150,000 to the total funding to support the extension.
9	NRS 332.115(1)(h)	No	Ability Network, Inc.	Order Form	Yes	1 Year, with Two (1)-year Auto Renewal Options	60 days w/o cause prior to any renewal	Base Agreement $9,350.00 Order Form $728,816.24 Cumulative Total $738,166.24	None	Increase $728,816.24	Information Technology	Software for online scheduling, tracking credentials and analysis tools.
10	NRS 332.115(1)(b)	No	FocusOne Solutions, LLC	New Contract	N/A	2 Years, with One (1)-Year Option	60 days w/o cause	Base Agreement NTE $28,200,000.00	None	Increase Est. $10.2 million annually	Various	Provide temporary labor staffing services.
11	N/A	No	Metejemei, LLC	New Contract	N/A	10 Years, with Two (5)-Year Options	Without cause after month 60 upon payment of termination fee	Base Agreement NTE $ 9,233,453.00	None	None	Ambulatory Care	New lease to support the Aliante Quick Care/Primary Care. To include CAM funding.
12	N/A	No	UNLV & UNLVSOM	Amendment	Yes	1 Year	Terminates early upon execution of an Academic Health Center Master Affiliation Agreement	Base Agreement $0 Previous Amendments $76,123,105.00 Amendment 6 NTE $18,890,371.00 Cumulative Total NTE $95,013,476.00	None	Savings $22,707.00 annually	Academic Affairs	Amendment to Preliminary Affiliation Agreement to set out financial information for 2021-2022 Academic year.

Contracts Report Out - May 2021

Audit and Finance Committee Agenda 5/19/21

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/Option Exercise or SOW Modification	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue			Requesting Department	Description/Comments
6	NRS 332.115(1)(f)	No	P3 Health Partners-Nevada, LLC	Amendment	No	4 Years and 8 Months	120 days w/o cause	Revenue to hospital based on volume	None	None	Managed Care	Addendum 2 requests to add and update certain Schedules and Exhibits in the Agreement to increase UMC's revenue.

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

Issue:	**Monthly Financial Report April FY 21**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Governing Board Audit and Finance Committee receive the monthly financial report for April FY 21; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for April FY21 for the committee's review and direction.

Cleared for Agenda
May 19, 2021

Agenda Item #

4

April 2021 Financials

KEY INDICATORS – APR

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	16,239	11,403	42.41%	11,744	4,495	38.28%
Total Admissions	1,730	1,421	21.75%	1,331	399	29.98%
Observation Cases	1,123	797	40.90%	797	326	40.90%
AADC	541	380	42.41%	391	150	38.28%
ALOS (Admits)	6.52	5.57	17.01%	6.26	0.26	4.23%
ALOS (Obs)	1.37	1.28	7.43%	1.28	0.10	7.43%
Hospital CMI	2.01	1.90	5.88%	2.00	0.01	0.45%
Medicare CMI	1.95	2.10	(7.31%)	2.36	(0.41)	(17.43%)
IP Surgery Cases	768	532	44.36%	544	224	41.18%
OP Surgery Cases	528	126	319.05%	142	386	271.83%
Transplants	15	-	100.00%	-	15	100.00%
Total ER Visits	8,388	5,695	47.29%	5,529	2,859	51.71%
ED to Admission	8.17%	-	-	9.22%	(1.06%)	-
ED to Observation	13.01%	-	-	14.41%	(1.41%)	-
ED to Adm/Obs	21.17%	-	-	23.64%	(2.47%)	-
Quick Cares	12,324	9,083	35.68%	8,280	4,044	48.84%
Primary Care	5,796	2,816	105.82%	3,414	2,382	69.77%
Deliveries	87	104	(16.35%)	120	(33)	(27.50%)

KEY INDICATORS – APR vs FY19

Current Month	Actual	FY19	Variance	% Var
APDs	16,239	15,580	659	4.23%
Total Admissions	1,730	2,111	(381)	(18.05%)
Observation Cases	1,123	1,469	(346)	(23.55%)
AADC	541	519	22	4.30%
ALOS (Admits)	6.52	5.07	1.45	28.60%
ALOS (Obs)	1.37	1.39	(0.02)	(1.33%)
Hospital CMI	2.01	1.90	0.11	5.78%
Medicare CMI	1.95	2.64	(0.70)	(26.34%)
IP Surgery Cases	768	835	(67)	(8.02%)
OP Surgery Cases	528	540	(12)	(2.22%)
Transplants	15	12	3	25.00%
Total ER Visits	8,388	9,904	(1,516)	(15.31%)
ED to Admission	8.17%	8.57%	(0.40%)	-
ED to Observation	13.01%	14.90%	(1.89%)	-
ED to Adm/Obs	21.17%	23.47%	(2.29%)	-
Quick Cares	12,324	17,084	(4,760)	(27.86%)
Primary Care	5,796	6,789	(993)	(14.63%)
Deliveries	87	135	(48)	(35.56%)

TRENDING STATS

UNIVERSITY MEDICAL CENTER

	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	Pre-COVID 12-Mo Avg	Apr to Avg Var
APDs	11,744	12,949	13,872	17,243	16,807	14,249	15,791	16,194	17,230	17,870	14,884	16,537	16,239	15,700	539
Total Admissions	1,331	1,379	1,511	1,744	1,580	1,594	1,661	1,604	1,584	1,496	1,452	1,776	1,730	1,881	(151)
Observation Cases	797	918	1,015	1,089	962	988	1,083	1,062	1,049	983	1,041	1,198	1,123	1,341	(218)
AADC	391	418	462	556	542	475	509	540	556	576	532	533	541	514	27
ALOS (Adm)	6.26	6.10	5.77	6.36	7.09	5.90	6.04	6.63	7.11	7.61	6.99	6.54	6.52	5.46	1.06
ALOS (Obs)	1.28	1.22	1.30	1.31	1.30	1.28	1.46	1.42	1.46	1.55	1.42	1.32	1.37	1.48	(0.11)
Hospital CMI	2.00	1.83	1.91	1.98	2.10	1.93	2.04	2.04	2.08	1.97	2.15	2.10	2.01	1.81	0.20
Medicare CMI	2.36	1.92	1.84	2.20	2.02	2.16	2.23	2.16	2.15	2.08	2.11	2.18	1.95	2.04	(0.09)
IP Surgery Cases	544	531	709	710	693	767	706	695	631	702	676	864	768	768	-
OP Surgery Cases	142	315	508	493	501	497	517	434	411	470	534	566	528	518	10
Transplants	-	-	3	10	9	17	18	13	15	14	11	14	15	4	11
Total ER Visits	5,529	6,369	7,240	8,895	7,712	7,377	7,952	7,879	7,937	7,674	6,890	7,912	8,388	9,687	(1,299)
ED to Admission	9.22%	8.43%	7.67%	7.82%	7.69%	9.06%	8.87%	8.53%	8.39%	8.77%	8.21%	8.78%	8.17%	7.48%	0.69%
ED to Observation	14.41%	14.49%	14.93%	12.43%	12.84%	13.24%	13.02%	13.09%	13.24%	13.51%	14.18%	14.60%	13.01%	13.64%	(0.63%)
ED to Adm/Obs	23.64%	22.92%	22.60%	20.26%	20.53%	22.30%	21.88%	21.61%	21.63%	22.28%	22.39%	23.38%	21.17%	21.11%	0.06%
Quick Care	8,280	9,457	11,654	16,440	11,914	9,980	11,711	13,247	13,792	12,761	10,323	11,724	12,324	16,020	(3,696)
Primary Care	3,414	3,889	5,401	5,378	4,698	5,258	5,211	4,483	4,943	4,604	5,192	5,993	5,796	5,429	367
Deliveries	120	118	102	105	127	99	123	103	98	91	94	105	87	147	(60)

PAYOR MIX TREND

UMC UNIVERSITY MEDICAL CENTER

IP- Payor Mix 12 Mo Apr- 21

Fin Class	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	Pre-COVID 12-Mo Avg	Apr to Avg Var
Commercial	18.81%	21.12%	17.96%	21.20%	19.26%	19.75%	20.37%	19.68%	20.30%	21.07%	19.46%	18.19%	20.06%	19.78%	0.28%
Government	4.34%	5.26%	4.92%	3.87%	5.13%	4.47%	4.46%	4.77%	3.56%	3.70%	4.29%	4.68%	3.58%	4.72%	(1.14%)
Medicaid	47.82%	44.34%	43.60%	39.29%	44.42%	43.96%	41.13%	43.23%	42.18%	40.42%	42.08%	40.64%	41.28%	43.38%	(2.10%)
Medicare	24.06%	24.22%	26.15%	29.32%	26.24%	27.11%	29.06%	27.79%	28.82%	30.14%	28.63%	31.65%	29.55%	25.58%	3.97%
Self Pay	4.97%	5.06%	7.37%	6.32%	4.95%	4.71%	4.98%	4.53%	5.14%	4.67%	5.54%	4.84%	5.53%	6.53%	(1.00%)

ED- Payor Mix 12 Mo Apr- 21

Fin Class	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	Pre-COVID 12-Mo Avg	Apr to Avg Var
Commercial	19.63%	18.08%	18.95%	22.30%	19.84%	20.57%	20.33%	21.91%	22.57%	19.96%	21.34%	20.53%	20.61%	18.10%	2.51%
Government	4.98%	5.19%	5.05%	5.12%	5.85%	5.46%	5.43%	3.83%	3.46%	3.36%	4.19%	4.51%	4.37%	4.21%	0.16%
Medicaid	48.60%	50.07%	48.20%	45.47%	48.13%	49.29%	46.49%	46.25%	45.36%	48.10%	46.36%	46.51%	48.59%	50.01%	(1.42%)
Medicare	15.78%	14.87%	14.87%	13.76%	14.26%	13.21%	14.67%	13.48%	14.88%	14.18%	13.88%	14.87%	13.18%	14.12%	(0.94%)
Self Pay	11.01%	11.79%	12.93%	13.35%	11.93%	11.47%	13.08%	14.53%	13.73%	14.40%	14.23%	13.58%	13.25%	13.56%	(0.31%)

PAYOR MIX TREND

UMC UNIVERSITY MEDICAL CENTER

Surg IP- Payor Mix 12 Mo Apr- 21

Surg IP	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	Pre-COVID 12-Mo Avg	Apr to Avg Var
Commercial	26.10%	27.39%	24.12%	23.49%	29.68%	24.09%	25.78%	25.54%	27.96%	25.64%	21.75%	19.52%	24.35%	25.45%	(1.10%)
Government	5.33%	9.76%	7.19%	5.77%	7.35%	5.60%	7.51%	6.89%	6.32%	3.13%	6.51%	6.47%	4.56%	7.05%	(2.49%)
Medicaid	39.34%	34.15%	34.13%	35.30%	32.56%	34.11%	31.30%	36.15%	36.97%	42.74%	38.45%	32.79%	34.11%	33.58%	0.53%
Medicare	25.92%	22.14%	29.20%	32.07%	28.10%	32.16%	32.58%	29.12%	24.96%	24.50%	29.59%	36.72%	31.77%	27.85%	3.92%
Self Pay	3.31%	6.57%	5.36%	3.38%	2.31%	4.04%	2.83%	2.30%	3.79%	3.99%	3.70%	4.50%	5.21%	6.07%	(0.86%)

Surg OP- Payor Mix 12 Mo Apr- 21

Surg OP	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	Pre-COVID 12-Mo Avg	Apr to Avg Var
Commercial	33.80%	32.28%	30.91%	33.40%	32.14%	32.39%	31.53%	34.56%	33.82%	36.17%	33.08%	30.92%	32.89%	32.63%	0.26%
Government	7.04%	3.80%	5.51%	5.26%	4.39%	4.63%	3.87%	5.53%	7.30%	5.74%	4.30%	6.89%	5.29%	5.97%	(0.68%)
Medicaid	33.10%	37.66%	41.73%	42.51%	38.72%	40.44%	39.85%	38.94%	37.71%	38.51%	38.32%	42.05%	39.32%	38.02%	1.30%
Medicare	23.24%	21.52%	19.09%	16.60%	21.76%	19.92%	22.05%	18.43%	18.25%	17.23%	21.68%	17.84%	20.23%	20.42%	(0.19%)
Self Pay	2.82%	4.75%	2.76%	2.23%	2.99%	2.62%	2.71%	2.54%	2.92%	2.35%	2.62%	2.30%	2.27%	2.96%	(0.69%)

SUMMARY INCOME STATEMENT – APR

REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Gross Patient Revenue	$321,077,808	$232,804,360	37.92%	$209,536,022	$111,541,786	53.23%
Net Patient Revenue	$68,417,916	$38,994,780	75.45%	$36,573,516	$31,844,400	87.07%
Other Revenue	$2,261,512	$1,975,259	14.49%	$14,741,815	($12,480,304)	(84.66%)
Total Net Revenue	$70,679,428	$40,970,039	72.51%	$51,315,331	$19,364,097	37.74%
Net Patient Revenue as a % of Gross	21.31%	16.75%	-	17.45%	3.85%	-

EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	$65,536,958	$60,497,330	(8.33%)	$60,925,005	($4,611,953)	(7.57%)

INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	$5,142,470	($19,527,291)	126.33%	($9,609,674)	$14,752,144	153.51%
Add back: Depr & Amort.	$2,023,191	$2,246,594	9.94%	$1,878,424	($144,767)	(7.71%)
Tot Inc from Ops plus Depr & Amort.	**$7,165,661**	**($17,280,696)**	**141.47%**	**($7,731,250)**	**$14,896,911**	**192.68%**

SUMMARY INCOME STATEMENT – YTD APR

UMC
UNIVERSITY MEDICAL CENTER

REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Gross Patient Revenue	$3,038,073,592	$2,251,912,975	34.91%	$2,848,618,756	$189,454,837	6.65%
Net Patient Revenue	$591,941,816	$373,451,816	58.51%	$514,214,790	$77,727,026	15.12%
Other Revenue	$52,964,150	$21,281,683	148.87%	$33,535,873	$19,428,277	57.93%
Total Net Revenue	$644,905,966	$394,733,499	63.38%	$547,750,663	$97,155,304	17.74%
Net Patient Revenue as a % of Gross	19.48%	16.58%	-	18.05%	1.43%	-

EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	$673,685,900	$595,787,674	(13.07%)	$574,410,745	($99,275,155)	(17.28%)

INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	($28,779,934)	($201,054,175)	85.69%	($26,660,083)	($2,119,851)	(7.95%)
Add back: Depr & Amort.	$19,651,429	$21,199,915	7.30%	$18,824,731	($826,699)	(4.39%)
Tot Inc from Ops plus Depr & Amort.	**($9,128,505)**	**($179,854,260)**	**94.92%**	**($7,835,352)**	**($1,293,152)**	**(16.50%)**

SUMMARY INCOME STATEMENT – Trend

REVENUE	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	Pre-COVID 12-Mo Avg	Apr to Avg Var
Total Gross Patient Revenue	$209,536	$221,920	$262,810	$319,159	$303,908	$288,208	$312,299	$296,014	$302,522	$300,684	$282,453	$311,749	$321,078	$294,303	$26,775
Net Patient Revenue	$36,574	$38,191	$6,951	$59,740	$56,318	$52,367	$59,492	$56,178	$64,263	$57,189	$54,185	$63,791	$68,418	$53,954	$14,464
Other Revenue	$14,742	$19,186	($11,607)	$6,236	$5,838	$7,935	$6,753	$3,542	$3,060	$7,129	$2,679	$7,531	$2,262	$2,124	$138
Total Net Revenue	$51,315	$57,376	($4,657)	$65,976	$62,155	$60,302	$66,245	$59,720	$67,324	$64,318	$56,863	$71,322	$70,679	$56,077	$14,602
Net Patient Revenue as a % of Gross	17.45%	17.21%	2.64%	18.72%	18.53%	18.17%	19.05%	18.98%	21.24%	19.02%	19.18%	20.46%	21.31%	18.33%	2.98%

EXPENSE	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	Pre-COVID 12-Mo Avg	Actual
Total Operating Expense	$60,925	$62,015	$72,167	$76,117	$71,450	$67,380	$68,859	$62,703	$69,425	$65,940	$58,534	$67,742	$65,537	$57,265	$8,272

INCOME FROM OPS	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	Pre-COVID 12-Mo Avg	Actual
Total Inc from Ops	($9,610)	($4,639)	($76,824)	($10,141)	($9,294)	($7,078)	($2,614)	($2,983)	($2,102)	($1,621)	($1,670)	$3,580	$5,142	($1,188)	$6,330
Add back: Depr & Amort.	$1,878	$1,884	$1,953	$1,898	$1,914	$1,880	$1,939	$1,946	$1,960	$2,028	$2,047	$2,018	$2,023	$2,376	($353)
Tot Inc from Ops plus Depr & Amort.	**($7,731)**	**($2,755)**	**($74,870)**	**($8,243)**	**($7,380)**	**($5,198)**	**($675)**	**($1,037)**	**($142)**	**$407**	**$376**	**$5,598**	**$7,166**	**$1,188**	**$5,978**

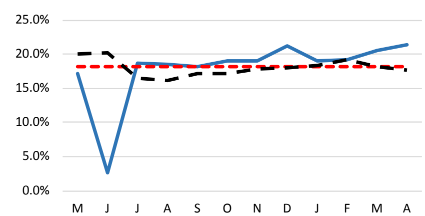
KEY FINANCIAL INDICATORS - APR

UMC UNIVERSITY MEDICAL CENTER

PROFITABILITY

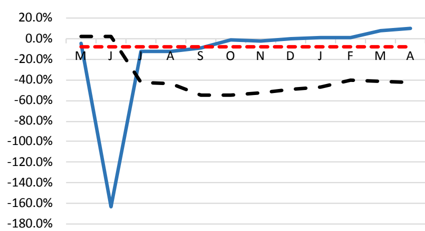
21.3% Net to Gross Ratio

Apr-21 (Rolling 12 Avg: 18.1%)



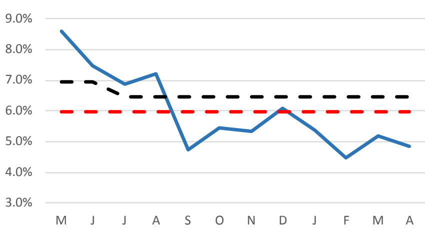
10.1% Operating Margin

Apr-21 (Rolling 12 Avg: -7.8%)



4.8% Cost to Collect

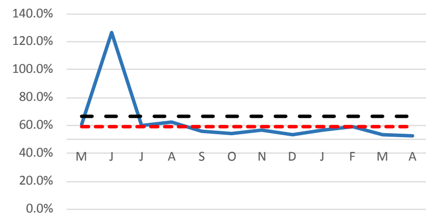
Apr-21 (Rolling 12 Avg: 6.0%)



LABOR

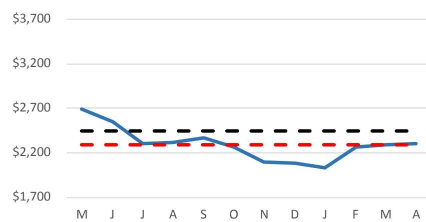
52.8% Salaries, Wages and Benefits as % of Net Revenue

Apr-21 (Rolling 12 Avg: 59.3%)



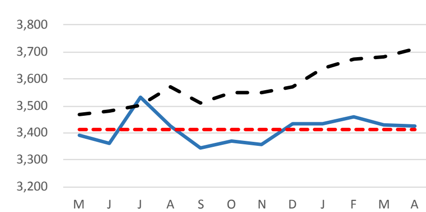
$ 2,297 Salaries, Wages and Benefits/Adjusted Patient Day

Apr-21 (Rolling 12 Avg: 2,293



3,426 Paid FTEs

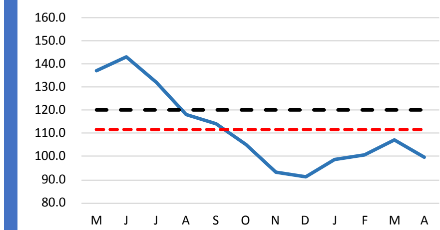
Apr-21 (Rolling 12 Avg: 3,414)



LIQUIDITY

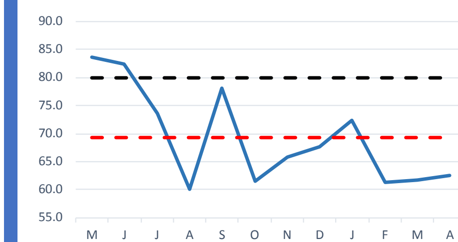
100.0 Days Cash on Hand

Apr-21 (Rolling 12 Avg: 111.7)



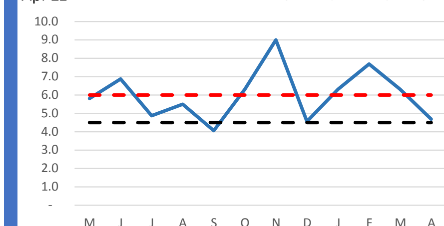
62.5 Net Days in Accounts Receivable

Apr-21 (Rolling 12 Avg: 69.2



4.7 Candidate for Billing Days

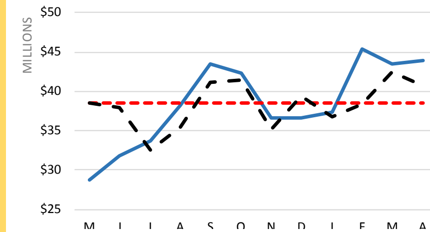
Apr-21 (Rolling 12 Avg: 6.0)



CASH COLLECTIONS

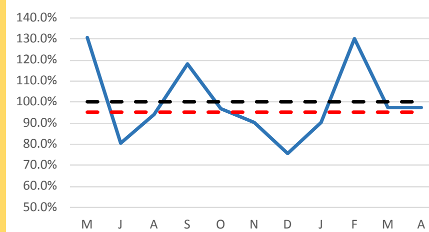
108.0% Cash Collection Goal

Apr-21 (Rolling 12 Avg: 100.3%)



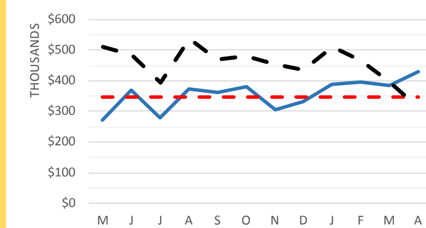
97.5% Cash Collections as % of Adjusted Net Revenue

Apr-21 (Rolling 12 Avg: 95.2%)



137.1% POS Collection Goal

Apr-21 (Rolling 12 Avg: 76.6%)



Actual

Rolling Average

Target

SALARY & BENEFIT EXPENSE - APR

UMC UNIVERSITY MEDICAL CENTER

	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Salaries	$23,622,161	$24,394,770	3.17%	$23,146,561	($475,601)	(2.05%)
Benefits	$10,199,026	$11,866,931	14.06%	$10,941,191	$742,165	6.78%
Overtime	$1,254,707	$856,696	(46.46%)	$626,436	($628,270)	(100.29%)
Contract Labor	$2,228,422	$271,304	(721.38%)	$254,540	($1,973,882)	(775.47%)
TOTAL	**$37,304,317**	**$37,389,701**	**0.23%**	**$34,968,728**	**($2,335,589)**	**(6.68%)**
Paid FTEs	3,426	3,711	7.68%	3,474	49	1.40%
SWB per FTE	$10,890	$10,076	(8.07%)	$10,065	($824)	(8.19%)
SWB/APD	$2,297	$2,449	6.20%	$2,978	$680	22.85%
SWB % of Net	52.78%	66.17%	13.39%	68.14%	15.37%	-

EXPENSES - APR

	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Professional Fees	$3,595,226	$3,548,468	(1.32%)	$3,661,901	$66,675	1.82%
Supplies	$13,326,346	$8,703,419	(53.12%)	$12,110,669	($1,215,677)	(10.04%)
Purchased Services	$6,179,652	$5,640,183	(9.56%)	$5,801,358	($378,295)	(6.52%)
Depreciation & Amortization	$2,023,191	$2,246,594	9.94%	$1,878,424	($144,767)	(7.71%)
Repairs & Maintenance	$679,440	$672,991	(0.96%)	$414,158	($265,282)	(64.05%)
Utilities	$307,410	$396,743	22.52%	$266,618	($40,792)	(15.30%)
Other Expenses	$1,401,551	$1,223,242	(14.58%)	$1,114,285	($287,266)	(25.78%)
Rental/Leases	$719,825	$675,988	(6.48%)	$708,864	($10,961)	(1.55%)
Total Other Expenses	**$28,232,641**	**$23,107,629**	**(22.18%)**	**$25,956,277**	**($2,276,364)**	**(8.77%)**

COVID EXPENSES

UMC UNIVERSITY MEDICAL CENTER

	YTD FY20	Jul- 20	Aug- 20	Sep- 20	Oct- 20	Nov- 20	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	YTD FY21
Salaries	**$7,030,841**	$2,692,796	$2,230,014	$1,578,500	$1,450,899	$2,147,836	$2,485,473	$1,428,035	$1,611,169	$1,381,556	$1,290,751	**$18,297,030**
Benefits	**$206,943**	$94,906	$134,774	$87,691	$140,298	$195,833	$288,559	$295,434	$142,239	$155,009	$155,573	**$1,690,314**
Overtime	**$642,975**	$652,041	$270,127	$42,389	$74,287	$144,293	$530,451	$698,087	$305,561	$203,270	$206,738	**$3,127,244**
Contract Labor	**-**	-	$12,131	$537,234	$117,635	$18,544	($83,737)	$586,917	($104,497)	$40,536	($85,010)	**$1,039,751**
SWB	**$7,880,759**	**$3,439,744**	**$2,647,045**	**$2,245,814**	**$1,783,119**	**$2,506,505**	**$3,220,745**	**$3,008,472**	**$1,954,472**	**$1,780,372**	**$1,568,052**	**$24,154,339**
Professional Fees	**$976**	-	$5,065	$800	$295	($295)	-	$25,969	($23,062)	$42	$337	**$9,151**
Supplies	**$19,419,168**	$12,833,468	$8,747,239	$7,561,116	$7,509,937	$6,137,211	$7,280,343	$6,303,598	$2,617,407	$3,758,759	$2,454,381	**$65,203,458**
Purchased Services	**$687,313**	$304,555	$334,323	$1,044,552	$237,701	$182,567	$413,521	$239,017	$296,926	$152,938	$568,026	**$3,774,126**
Depreciation & Amortization	**$50**	-	-	-	-	-	-	-	-	-	-	**-**
Repairs & Maintenance	**$55,196**	$119,449	-	$276	-	$9,705	$9,160	$27,587	$6,879	$55,217	$10,862	**$239,136**
Utilities	**$750**	-	-	$765	-	-	-	-	-	-	-	**$765**
Other Expenses	**$4,906**	$110	$3,566	$9,401	$14,284	$334	$20,148	$124,585	($3,722)	$11,351	$42,700	**$222,758**
Rental/Leases	**$73,458**	$16,200	$22,433	$25,954	$40,054	$16,944	$39,398	$87,941	$75,983	$109,054	($23,137)	**$410,824**
Subtotal Other Expenses	**$20,241,819**	**$13,273,782**	**$9,112,626**	**$8,642,864**	**$7,802,272**	**$6,346,467**	**$7,762,569**	**$6,808,698**	**$2,970,412**	**$4,087,361**	**$3,053,169**	**$69,860,218**
Total COVID Expenses	**$28,122,577**	**$16,713,526**	**$11,759,671**	**$10,888,677**	**$9,585,390**	**$8,852,971**	**$10,983,314**	**$9,817,170**	**$4,924,884**	**$5,867,733**	**$4,621,220**	**$94,014,557**

CAPITAL PLAN- FY20

UMC UNIVERSITY MEDICAL CENTER

Category	Growth or Maint.	Item/ Group	FY 20 Spent	FY 20 Commit
Service Line Enhancement	Growth	COVID	$4,148	$79
		2nd Intuitive Robot Project	$2,402	$29
		TAVR	$615	$173
		Ortho Growth Project	$147	-
		Other	$38	$117
		Stealth Navigation System	-	$446
		Outpatient Pharmacy	-	$100
	Process Improvements	Philips Monitoring Purchase	$6,390	-
		Nuclear Medicine Cameras	$2,147	-
		EPIC (Phoenix and Beaker)	$852	$175
		Other	$772	$395
		Allscripts HEMM upgrade	$573	$1,465
		Rover / Cell Refresh	$362	-
		Warehouse & Sterile Stores (redesign)	$330	$50
		Nordic - EDCO Solarity Software Implementation	-	$269
		Snap Panel Privacy Curtains	-	$895
Total			**$18,776**	**$4,194**
Replacement / Patient Safety Equipment	Maintenance	CT Scanner	$1,854	$145
		Other	$744	$95
		Ultrasound	$681	$107
		Network Infrastructure Refresh	$656	$41
		Imprivata	$584	$166
		Infoblox DDI	$370	-
		EBI Fire & HVAC Server Replacement	$217	$22
		EP Recording System	$150	-
		WOW Replacement	$71	$54
		Nurse Call Systems	-	$235
Total			**$5,326**	**$866**
Master Plan	Growth	Honeywell EBI Building Controls	$1,447	$226
		New Clinic	-	$2,975
	Maintenance	Other	$704	$95
		Trauma Bldg Phase II Sanitary Line Replacement	$592	-
		Elevator Cabs Modernization	$477	$442
		COVID	$266	-
		Round Bldg & South Bldg Sanitary Lines	-	$2,500
Total			**$3,485**	**$6,238**
Grand Total			**$27,587**	**$11,297**

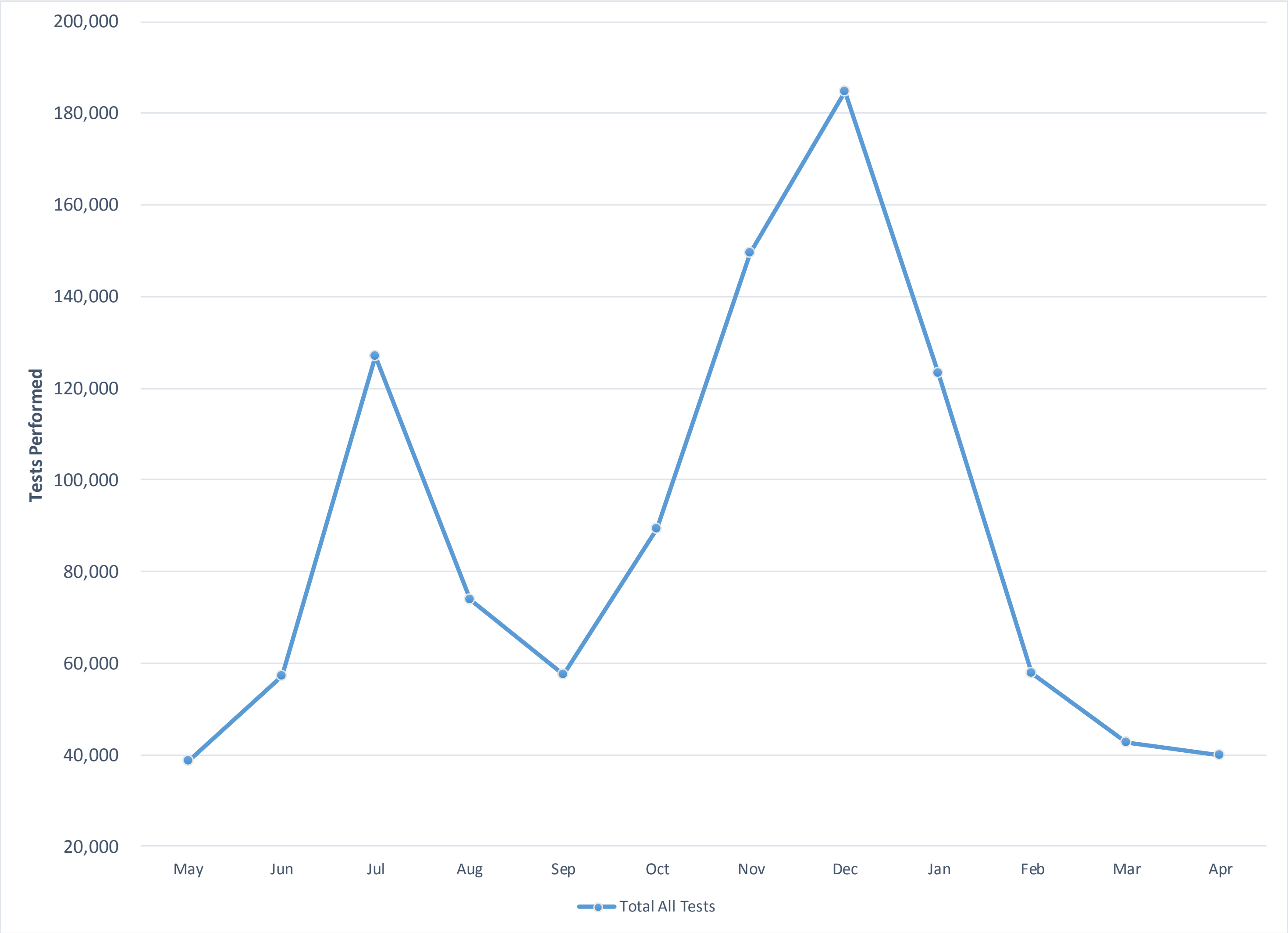
FY21 CASH FLOW

	April 2021	March 2021	February 2021	YTD of FY2021
Operating Activities				
Cash received from patients and payors	43,627,121	75,568,281	56,155,139	481,268,888
Cash paid to vendors	(29,685,887)	(29,312,711)	(24,786,609)	(271,890,012)
Cash paid to employees	(31,897,420)	(32,966,216)	(30,398,675)	(352,302,913)
Other operating receipts/(disbursements)	5,065,562	4,060,307	7,482,365	52,297,632
Net cash provided by/(used in) operations	(12,890,623)	17,349,661	8,452,220	(90,626,405)
Investing Activities				
Purchase of property and equipment, net	(1,654,506)	(981,018)	(3,816,646)	(17,726,081)
Interested received	297,731	572,562	234,502	(3,966,061)
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	(1,190,331)	(1,922,680)	774,402	13,608,016
Net cash provided by/(used in) investing activities	(2,547,106)	(2,331,136)	(2,807,742)	(8,084,127)
Financing Activities				
From/(to) Clark County	-	-	-	25,000,000
Unrestricted donations and other				
Borrowing/(repayment) of debt	-	-	-	(5,985,000)
Interest paid	-	(296,128)	-	(685,023)
Other	-	-	-	34,654,271
Net cash provided by/(used in) financing activities	-	(296,127)	-	52,984,248
Increase/(decrease) in cash	(15,437,729)	14,722,398	5,644,478	(45,726,283)
Cash beginning of period	54,689,662	39,967,264	34,322,786	84,978,217
Cash end of period	39,251,933	54,689,662	39,967,264	39,251,933
Unrestricted cash	39,251,933	54,689,662	39,967,264	39,251,933
Cash restricted by donor	5,835,105	5,857,894	5,571,772	5,835,105
Internally designated cash	161,204,350	160,014,020	158,091,340	161,204,350

FY21 BALANCE SHEET HIGHLIGHTS

	April 2021	March 2021	February 2021
CASH			
Unrestricted	$ 39.3	$ 54.7	$ 40.0
Restricted by donor	5.8	5.9	5.6
Internally designated	161.2	160.0	158.1
	$ 206.3	$ 220.6	$ 203.6
NET WORKING CAPITAL	$ 157.5	$ 156.1	$ 156.7
NET PP&E	$ 203.6	$ 204.0	$ 205.1
LONG-TERM DEBT	$ 19.1	$ 19.1	$ 19.1
NET PENSION LIABILITY	$ 521.5	$ 521.5	$ 521.5
NET POSITION	$ (359.1)	$ (363.3)	$ (366.2)

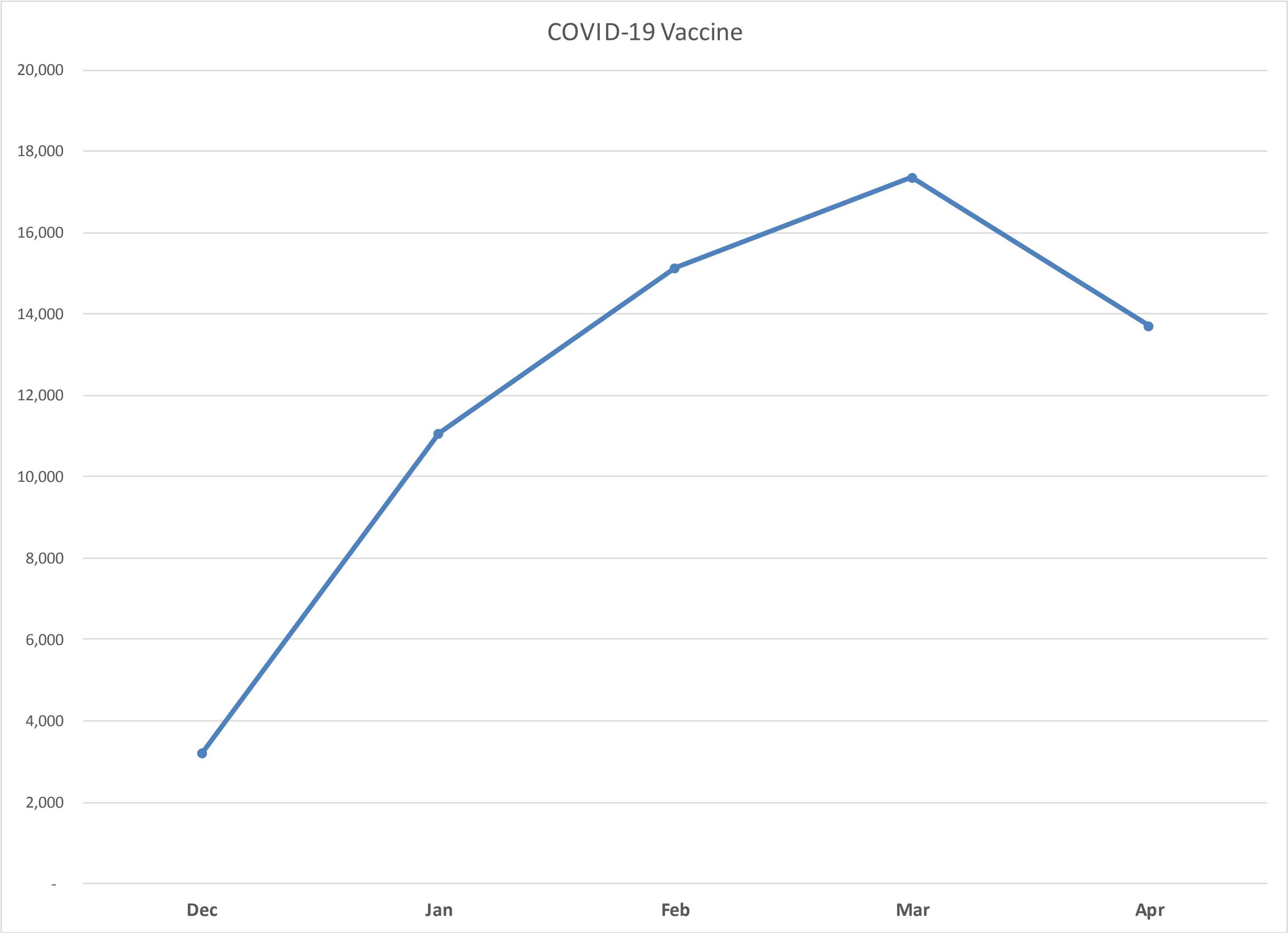
COVID-19 TESTING VOLUME - APR



COVID-19 Tests	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total
Total Tests	38,792	57,171	127,031	73,910	57,351	89,445	149,441	184,912	123,307	57,676	42,790	39,770	1,041,596

COVID-19 VACCINE VOLUME - APR

UMC UNIVERSITY MEDICAL CENTER



	Dec	Jan	Feb	Mar	Apr	Total
COVID-19 Vaccine	3,194	11,075	15,138	17,356	13,717	60,480

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

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

Recommendation:

That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
May 19, 2021

Agenda Item #

5

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

Issue:	**Addendum 2 to Provider Agreement with P3 Health Partners-Nevada, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Addendum 2 to Provider Agreement with P3 Health Partners-Nevada, LLC; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Addendum 2 – same Term
Amount: Addendum 2 – Revenue based on volume
Out Clause: 120 days w/o cause

BACKGROUND:

On September 26, 2018, the Governing Board approved the Provider Agreement with P3 Health Partners-Nevada, LLC to provide its members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The Agreement Term was for three (3) years effective August 22, 2018 through August 21, 2021 unless terminated for convenience with a 120-day written notice. Addendum 1, effective June 1, 2020, extended the Agreement Term for two (2) years ending August 21, 2023 and added the Aetna and CareMore Medicare Advantage plans effective January 1, 2020.

This Addendum 2 requests to add and update the following Schedules and Exhibits: (1) update Schedule 1, Services and Compensation Schedule; (2) add Schedule 1-A, Primary Care Physician Value-Based Incentive Program; (3) add Exhibit B, Medicare Advantage Group Obligations; and (4) add Exhibit C, Other Federal Laws.

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

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

Cleared for Agenda
May 19, 2021

Agenda Item #
6

ADDENDUM 2
P3 HEALTH PARTNERS-NEVADA
PROVIDER AGREEMENT

THIS ADDENDUM 2 TO THE AGREEMENT (the "Addendum") is made and entered into as of January 1, 2019 (the "Effective Date") between P3 Health Partners-Nevada, LLC, a Delaware limited liability company, on behalf of itself and its Affiliates (hereinafter referred to as "Company") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, which employs primary care physicians licensed to practice medicine in the State of Nevada (hereinafter referred to as "Group") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties entered into a Provider Agreement, effective August 22, 2018, and an Addendum 1 effective June 1, 2020, whereby, among other things, the Group agreed to provide certain Primary Care services to Company (the "Agreement"); and

WHEREAS, the Parties desire to modify and amend certain provisions of the Agreement to accurately set forth the understanding of the Parties with regards to the below provisions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The SCHEDULE I, SERVICES AND COMPENSATION SCHEDULE reimbursement attachment is hereby deleted in its entirety from the Agreement and replaced with the new reimbursement attachment as outlined below.

2. The SCHEDULE 1-A, PRIMARY CARE PHYSICIAN VALUE-BASED INCENTIVE PROGRAM is hereby added to the Agreement.

3. Exhibit B, MEDICARE ADVANTAGE GROUP OBLIGATIONS attached hereto shall be incorporated into the Agreement as Exhibit B.

4. Exhibit C, OTHER FEDERAL LAWS attached hereto shall be incorporated into the Agreement as Exhibit C.

5. <u>No Other Amendments</u>. Except as modified above, the remainder of the Agreement shall remain in full force and effect.

6. <u>Governing Law</u>. This Addendum and the rights and obligations of the Parties hereunder shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Nevada.

[Signature page to follow]

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

GROUP

By:__________________________

Printed Name:_Mason Van Houweling_

Title:_Chief Executive Officer_______

Date:__________________________

88-6000436
Federal Tax Identification Number

COMPANY

By: [signature]

Printed Name: Todd Lefkowitz

Title: Chief Managed Care Officer

Date: 5/12/2021

SCHEDULE I
SERVICES AND COMPENSATION SCHEDULE

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

SCHEDULE 1-A
PRIMARY CARE PHYSICIAN VALUE-BASED INCENTIVE PROGRAM

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

EXHIBIT B

MEDICARE ADVANTAGE GROUP OBLIGATIONS

SECTION 1
APPLICABILITY

This Exhibit applies to the Provider Agreement and the Group providing healthcare services to Medicare Advantage Members. In the event of a conflict between this Exhibit and other appendices or any provision of the Agreement, the provisions of this Exhibit shall control except: (1) with regard to Benefit Plans outside the scope of this Exhibit; or (2) as required by applicable Law.

SECTION 2
DEFINITIONS

For purposes of this Exhibit, the following terms shall have the meanings set forth below.

2.1 Benefit Plan: A certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Member.

2.2 CMS Contract: A contract between the Centers for Medicare & Medicaid Services ("CMS") and a Medicare Advantage Organization for the provision of Medicare benefits pursuant to the Medicare Advantage Program under Title XVIII, Part C of the Social Security Act.

2.3 Cost Sharing: Those costs, if any, under a Benefit Plan that are the responsibility of the Member, including deductibles, coinsurance, and copayments.

2.4 Covered Service: A health care service or product for which a Member is entitled to receive coverage from a Payer, pursuant to the terms of the Member's Benefit Plan with that Payer.

2.5 Downstream Entity: Any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit or Part D benefit, below the level of the arrangement between a MA Organization or applicant or a Part D plan sponsor or applicant and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

2.6 Dual Eligible Member: A Medicare Advantage Member who is: (a) eligible for Medicaid; and (b) for whom the state is responsible for paying Medicare Part A and B Cost Sharing.

2.7 First Tier Entity: Any party that enters into a written arrangement, acceptable to CMS, with a MA Organization or Part D plan sponsor or applicant to provide administrative services or health care services to a Medicare eligible individual under the Medicare Advantage program or Part D program.

2.8 Medicare Advantage Benefit Plans: Benefit Plans sponsored, issued or administered by a Medicare Advantage Organization as part of the Medicare Advantage program or as part of the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act (as those program names may change from time to time).

2.9 Medicare Advantage Member or MA Member: A Member eligible for and enrolled in a Medicare Advantage Benefit Plan in which Group participates pursuant to the Agreement.

2.10 Medicare Advantage Organization or MA Organization: For purposes of this Exhibit, MA Organization is an appropriately licensed entity that has entered into: (a) a CMS Contract; and (b) a contract with Company, either directly or indirectly, under which Company provides certain administrative services for Benefit Plans sponsored, issued, or administered by MA Organization.

2.11 Member: A person eligible and enrolled to receive coverage from a Payer for Covered Services.

2.12 Payer: An entity obligated to a Member to provide reimbursement for Covered Services under the Member's Benefit Plan, and authorized to access Group's services under the Agreement.

2.13 Related Entity: Any entity that is related to a MA Organization or Part D sponsor by common ownership or control and: (a) performs some of the MA Organization or Part D sponsor's management functions under contract or delegation; (b) furnishes services to Medicare enrollees under an oral or written agreement; or (c) leases real property or sells materials to the MA Organization or Part D plan sponsor at a cost of more than $2,500 during a contract period.

SECTION 3
GROUP REQUIREMENTS

3.1 Data. Group shall submit to Company or MA Organization, as applicable, all risk adjustment data as defined in 42 CFR 422.310(a), and other Medicare Advantage program-related information as may be requested by MA Organization, within the timeframes specified and in a form that meets Medicare Advantage program requirements. By submitting data to Company or MA Organization, Group represents to MA Organization, and upon MA Organization's request, Group shall certify in writing, that the data is accurate, complete, and truthful, based on Group's best knowledge, information and belief.

3.2 Policies. Group shall cooperate and comply with MA Organization's policies and procedures to which Group has access.

3.3 Member Protection Group agrees that in no event, including but not limited to, non-payment by Company, MA Organization or an intermediary, insolvency of Company, MA Organization or an intermediary, or breach by Company of the Agreement, shall Group bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any MA Member or person (other than MA Organization or an intermediary) acting on behalf of the MA Member for Covered Services provided pursuant to the Agreement or for any other fees that are the legal obligation of MA Organization under the CMS Contract. This provision does not prohibit Group from collecting from MA Members allowable Cost Sharing. This provision also does not prohibit Group and an MA Member from agreeing to the provision of services solely at the expense of the MA Member, as long as Group has clearly informed the MA Member, in accordance with applicable Law, that the MA Member's Benefit Plan may not cover or continue to cover a specific service or services.

Further to the foregoing, and without limiting the foregoing, Group may bill or charge Members only in the following circumstances: (a) applicable Copayments, Coinsurance and/or Deductibles, if any, not collected at the time that Covered Services are rendered; and (b) for services that are not Covered Services only if: (i) the Member's Plan provides and/or Company confirms that the specific services are not covered; (ii) the

Member was advised in writing prior to the services being rendered that the specific services may not be Covered Services; and (iii) the Member agreed in writing to pay for such services after being so advised. Group acknowledges that Company's denial or adjustment of payment to Group based on Company's performance of utilization management as described in Section 6.3 of the Agreement or otherwise is not a denial of Covered Services under this Agreement or under the terms of a Plan, except if Company confirms otherwise under this section. Group may bill or charge individuals who were not Members at the time that services were rendered.

In the event of MA Organization's, Company's, or an intermediary's insolvency or other cessation of operations or termination of MA Organization's contract with CMS, Group shall continue to provide Covered Services to an MA Member through the later of the period for which premium has been paid to MA Organization on behalf of the MA Member, or, in the case of MA Members who are hospitalized as of such period or date, the MA Member's discharge.

This provision shall be construed in favor of the MA Member, shall survive the termination of the Agreement regardless of the reason for termination, including Company's or MA Organization's insolvency, and shall supersede any contrary agreement, oral or written, between Group and a MA Member or the representative of an MA Member if the contrary agreement is inconsistent with this provision.

For the purpose of this provision, an "intermediary" is a person or entity authorized to negotiate and execute the Agreement on behalf of Group or on behalf of a network through which Group elects to participate.

3.4 Dual Eligible Members. Group agrees that in no event, including but not limited to, non-payment by a State Medicaid Agency or other applicable regulatory authority, other state source, or breach by Company of the Agreement, shall Group bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Dual Eligible Member, person acting on behalf of the Dual Eligible Member, Company or MA Organization (unless notified otherwise) for Medicare Part A and B Cost Sharing. Instead, Group will either: (a) accept payment made by or on behalf of MA Organization as payment in full; or (b) bill the appropriate state source for such Cost Sharing amount. If Group imposes an excess charge on a Dual Eligible Member, Group is subject to any Lawful sanction that may be imposed under Medicare or Medicaid. This provision does not prohibit Group and a Dual Eligible Member from agreeing to the provision of services solely at the expense of the Dual Eligible Member, as long as Group has clearly informed the Dual Eligible Member, in accordance with applicable Law, that the Dual Eligible Member's Benefit Plan may not cover or continue to cover a specific service or services.

3.5 Eligibility. Group agrees to immediately notify Company and MA Organization in the event Group is or becomes excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act. Group also shall not employ or contract for the provision of health care services, utilization review, medical social work or administrative services, with or without compensation, with any individual or entity that has been excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act.

3.6 Laws. Group shall comply with all applicable federal and Medicare Laws, regulations, and CMS instructions, including but not limited to: (a) federal Laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including but not limited to, applicable provisions of federal criminal Law, the False Claims Act (31 U.S.C. §3729 et seq.), and the anti-kickback statute (§1128B of the Social Security Act); and (b) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164.

3.7 Federal Funds. Group acknowledges and agrees that MA Organization receives federal payments under the CMS Contract and that payments Group receives from or on behalf of MA Organization are, in whole or in part, from federal funds. Group is therefore subject to certain Laws that are applicable to individuals and entities receiving federal funds.

3.8 CMS Contract. Group shall perform the services set forth in the Agreement in a manner consistent with and in compliance with MA Organization's contractual obligations under an applicable CMS Contract.

3.9 Records.

(a) Maintenance; Privacy and Confidentiality; Member Access. Group shall maintain records and information related to the services provided under the Agreement, including but not limited to MA Member medical records and other health and enrollment information, in an accurate and timely manner. Group shall maintain such records for a period of ten 10 years from the final date of the contract period or the completion of any audit, whichever is later, or for such additional time if required by CMS. Group shall safeguard MA Member privacy and confidentiality, including but not limited to the privacy and confidentiality of any information that identifies a particular MA Member, and shall comply with all federal and state Laws regarding confidentiality and disclosure of medical records or other health and enrollment information. Group shall ensure that MA Members have timely access to medical records and information that pertain to them, in accordance with applicableLaw.

(b) Government Access to Records. Group acknowledges and agrees that the Secretary of Health and Human Services, the Comptroller General, or their designees shall have the right to audit, evaluate and inspect any pertinent books, contracts, medical records, patient care documentation and other records and information belonging to Group that involve transactions related to the CMS Contract. This right shall extend through ten (10) years from the later of the final date of the CMS Contract period in effect at the time the records were created or the date of completion of any audit, or longer in certain instances described in the applicable Medicare Advantage regulations. For the purpose of conducting the above activities, Group shall make available its premises, physical facilities and equipment, records relating to MA Members, and any additional relevant information CMS may require.

(c) MA Organization Access to Records. Group shall grant MA Organization or its designees such audit, evaluation, and inspection rights identified in subsection 3.9(b) as are necessary for MA Organization to comply with its obligations under the CMS Contract. Whenever possible, MA Organization will give Group reasonable notice of the need for such audit, evaluation or inspection, and will conduct such audit, evaluation or inspection at a reasonable time and place. Group shall submit medical records of MA Members to the MA Organization as may be requested, within the timeframes specified, for the purpose of (i) CMS audits of risk adjustment data and (ii) for other purposes medical records from s are used by MA Organization, as specified by CMS. Provision of medical records must be in the manner consistent with HIPAA privacy statute and regulations.

3.10 MA Organization Accountability; Delegated Activities. Group acknowledges and agrees that MA Organization oversees and is accountable to CMS for any functions and responsibilities described in the CMS Contract and applicable Medicare Advantage regulations, including those that Company may sub-delegate to Group. If Company has sub-delegated any of MA Organization's functions and responsibilities under the CMS Contract to Group pursuant to the Agreement, the following shall apply in addition to the other provisions of this Exhibit:

(a) Group shall perform those delegated activities specified in the Agreement, if any, and shall comply with any reporting responsibilities as set forth in the Agreement.

(b) If Company has delegated to Group any activities related to the credentialing of health care professionals, Group must comply with all applicable CMS requirements for credentialing, including but not limited to the requirement that the credentials of medical professionals must either be reviewed by MA Organization or its designee, or the credentialing process must be reviewed, pre-approved and audited on an ongoing basis by MA Organization or its designee.

(c) If Company has delegated to Group the selection of health care to be participating in the MA Organization's Medicare Advantage network, MA Organization retains the right to approve, suspend or terminate the participation status of such health care.

(d) Group acknowledges that MA Organization or its designee shall monitor Group's performance of any delegated activities on an ongoing basis. If MA Organization or CMS determines that Group has not performed satisfactorily, MA Organization may revoke any or all delegated activities and reporting requirements. Group shall cooperate with MA Organization and Company regarding the transition of any delegated activities or reporting requirements that have been revoked by MA Organization.

3.11 Subcontracts. If Group has any arrangements, in accordance with the terms of the Agreement, with affiliates, subsidiaries, or any other subcontractors, directly or through another person or entity, to perform any of the services Group is obligated to perform under the Agreement that are the subject of this Exhibit, Group shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Exhibit. Group shall provide proof of such to Company or MA Organization upon request. Group further agrees to promptly amend its agreements with subcontractors, in the manner requested by MA Organization or Company, to meet any additional CMS requirements that may apply to the services. Without limiting anything herein to the contrary, Group further agrees to include this requirement in any subcontract having a value of Ten Thousand Dollars ($10,000.00) or more, over a twelve (12) month period, with a related individual or organization, as defined in 42 CFR Sec. 420.301, under which any services or obligations of Group hereunder, are performed by such subcontractor.

3.12 Offshoring. Unless previously authorized by MA Organization in writing, all services provided pursuant to the Agreement that are subject to this Exhibit must be performed within the United States, the District of Columbia, or the United States territories.

3.13 Excluded or Debarred Individuals. Group represents and warrants that: (a) there are no past or pending investigations, legal actions or matters subject to arbitration involving Group or any of its Participating Group Providers or employees or to the best of its knowledge, contractors, Governing Body members (as defined in Chapter 21 of the Medicare Managed Care Manual) members, or any major shareholders (5%) or more) on matters relating to payments from government entities, both federal and State, for health care and or prescription drug services; (b) to the best of its knowledge, information and belief, neither Group nor any of its Group Participating Providers, employees, contractors, Governing Body members or any major shareholders (5% or more) have been criminally convicted or had a civil judgment entered against them for fraudulent activities, nor are they sanctioned under any federal program involving the provision of health care and or prescription drug services; (c) to the best of its knowledge, information and belief, neither Group nor any of its Group Participating

Providers, employees, contractors, Governing Body members or any major shareholders (5% or more) appears on the Office of Inspector General Excluded List (OIG List) or on the list of debarred contractors as published in the System for Award Management by the General Services Administration (GSA List) and Group agrees that it will review the OIG List and the GSA List prior to the hiring of any new employees, contractors, or Governing Body members ; and (d) neither Group nor, to the best of Group's knowledge, any Group Participating Providers or Governing Body Members have received any information or notice or become aware by any means or methods that it/he/she is on the "preclusion list" as such term is defined in 42 CFR § 422.2, and, moreover, Group will not pay any Governing Body Members or Group Participating Providers with funds received under this Agreement who are included on the preclusion list. Group agrees it is obligated to notify Company immediately of any change in circumstances which would require Group to answer affirmatively to any of the statements in this Section.

3.14 Each MA Organization must establish and implement effective training and education between the compliance officer and organization employees, the MA Organization's chief executive or other senior administrator, managers and governing body members, and the MA Organization's First Tier, Downstream, and Related Entities. Such training and education must occur at minimum annually and must be made a part of the orientation for a new employee, new First Tier, Downstream and Related Entities, and new appointment to a chief executive, manager, or governing body member. *See* 42 C.F.R. § 422.503(b)(C)(1).

3.15 In furtherance of Section 3.14, above:

(a) As a provider with CMS and contract party to various Medicare Advantage agreements, Company, a First Tier Entity, is required to implement an effective compliance program to prevent, detect, and correct fraud, waste, and abuse ("FWA") and noncompliance with CMS's program requirements. This program must include the provision of general compliance and FWA training for Company's employees, managers, and directors.

(b) Because Group is a contractor of Company that provides services that will benefit Company's MA patients (*i.e.*, a Downstream Entity), Group and Group's employees are similarly required to have an effective compliance program that includes general compliance and FWA training.

(c) Group hereby agrees to:

(1) implement and maintain a compliance program that meets standards set forth by CMS, including, without limitation:

i. Adopt and maintain written policies, procedures, and a code of conduct that reflects a commitment to preventing, detecting and correcting FWA in the administration or delivery of healthcare services;
ii. Have reporting mechanisms, including anonymous mechanisms, to report compliance concerns or actual or suspected misconduct;
iii. Have a designated compliance officer responsible and accountable to senior management for all compliance matters;
iv. Have procedures for effective internal monitoring and auditing;
v. Enforce standards through well-publicized disciplinary guidelines;

vi. Maintain procedures for ensuring a prompt response to detected offenses and development of corrective action initiatives related to the provision of services; and

vii. Cooperate with Company's compliance program and policies; or

viii. Abide by Company's compliance program and policies.

(2) Group further agrees to:

i. Ensure that none of Group's employees that service Company's Medicare patients are excluded by either the OIG or GSA from providing services to federal healthcare beneficiaries;

ii. Maintain effective lines of communication with employees, contractors, agents and directors, as applicable, that directly or indirectly perform functions relating to healthcare services for the reporting of potential incidents of FWA;

iii. Provide general compliance training, consistent with CMS's training requirements, to Group's employees within ninety (90) days of hire and annually thereafter;

iv. Provide general FWA training, consistent with CMS's training requirements, to Group's employees within ninety (90) days of hire and annually thereafter (unless Group's organization meets the "deeming" exception for downstream entities enrolled in Medicare Parts A or B);

v. Oversee Group's subcontractors and ensure that they also maintain an effective compliance program, which includes general compliance and FWA training within their employee's first ninety (90) days and on an annual basis; and

vi. Maintain records of the date, time, attendance and topics of all general compliance and FWA training for its employees for a period of ten (10) years. Documentation evidencing this training shall be provided to Company upon reasonable advance written request, in the event that Company has received a similar request from CMS, a MA Organization, or similar entity.

SECTION 4
OTHER

4.1 Payment. MA Organization or its designee shall promptly process and pay, or deny, Group's claim no later than sixty (60) days after MA Organization or its designee receives all appropriate information as described in MA Organization's administrative procedures. If Group is responsible for making payment to subcontracted professionals for services provided to MA Members, Group shall pay them no later than sixty (60) days after Group receives request for payment for those services from subcontracted professionals.

4.2 Regulatory Amendment. Upon the request of MA Organization, Company may unilaterally amend this Exhibit to comply with applicable Laws and regulations and the requirements of applicable regulatory authorities, including but not limited to CMS. Company or MA Organization shall provide written or electronic notice to Group of such amendment and its effective date. Unless such Laws, regulations or regulatory authority(ies) direct otherwise, the signature of Group will not be required in order for theamendment to take effect.

EXHIBIT C

OTHER FEDERAL LAWS

1. Non-Discrimination and Equitable Treatment of Members. Group and its Participating Group Providers agree: (a) not to differentiate or discriminate in the provision of Covered Services to Members because of race, color, creed, national origin, ancestry, religion, sex, marital status, sexual orientation, age (except as provided by Law), health status, or physical or mental handicap; such as End Stage Renal Disease, claims experience, medical history, evidence of insurability (including conditions arising out of acts of domestic violence), disability, genetic information or source of payment, and (b) to render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-Plan patients consistent with existing medical/ethical/legal requirements for providing continuity of care to any patient. In addition, Group and its Participating Providers shall consider a Member's literacy and culture when addressing Members and their concerns.

2. Civil Rights. In addition to any other requirement of this Agreement, Group and its Participating Group Providers shall comply with Title VI of the Civil Rights act of 1964, as amended (42 U.S.C. Section 2000d et. seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794) and the regulations thereunder, Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Section 1681 et. seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. Section 6101 et. seq.), Section 654, of the Omnibus Budget Reconciliation Act of 1981, as amended (41 U.S.C. Section 9849), the Americans with Disabilities Act (P.L. 101-365) and all implementing regulations, guidelines and standards as now or may be lawfully adopted under the statutes.

3. Waiver of Charges. Group will report the occurrence of and waive all charges related to those conditions specified under Section 5001(c) of the Deficit Reduction Act, Section 2702 of the Affordable Care Act and any related or similar Law.

4. Conflicts. To the extent there is a conflict between the Agreement and this Exhibit, then this Exhibit will control.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

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

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
P3 Health Group Holdings, LLC		100%

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

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

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

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

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

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

Signature

TODD LEFKOWITZ
Print Name

CHIEF MANAGED CARE OFFICER
Title

2/16/21
Date

REVISED 7/25/2014

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

Issue:	**First Amendment to Master Services Agreement for Consumer Reporting and Ancillary Services and Product and Pricing Addendum with Trans Union LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the First Amendment to Master Services Agreement for Consumer Reporting and Ancillary Services and Product and Pricing Addendum with Trans Union LLC for Insurance Discovery Services; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 | Fund Name: UMC Operating Fund
Fund Center: 3000853000 | Funded Pgm/Grant: N/A
Description: Insurance Discovery Services
Bid/RFP/CBE: NRS 332.115(1)(h) – Software
Term: Amendment 1 – extend through 12/27/2023
Amount: Amendment 1 – additional NTE $1,080,000 total for the period 1/1/2021 to 12/27/2023
Out Clause: 90 days w/o cause

BACKGROUND:

On December 28, 2018, UMC entered into an agreement with Trans Union, LLC ("TransUnion") to provide a financial assessment solution on post-service eligibility system designed to maximize reimbursements and reduce uncompensated care costs that were initially not verifiable on the front-end of the revenue process. TransUnion offered the following software platforms: (1) eScan; (2) Financial Aid; and (3) Propensity to Pay. These platforms help accurately estimate a patient's eligibility to participate in programs and estimate a patient's ability to pay at the point of service or post-visit to keep the collection efforts in-house before submitting to an actual collection agency. The initial Term was from December 28, 2018 to December 27, 2019 with two, 2-year extension options.

This First Amendment requests to, among other things: (i) correct the legal business name to Trans Union, LLC; (ii) extend the Term from December 28, 2021 to December 27, 2023; (iii) update the Termination for convenience language; (iv) remove the Financial Aid and the Propensity to Pay platforms; (v) update the eScan platform to the Insurance Discovery platform and its fee schedule; and (vi) add a total funding of NTE $1,080,000.

Cleared for Agenda
May 19, 2021

Agenda Item #
7

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

Trans Union, LLC currently holds a Clark County business license.

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT FOR CONSUMER REPORTING AND ANCILLARY SERVICES AND PRODUCT AND PRICING ADDENDUM

This First Amendment to the Master Services Agreement for Consumer Reporting and Ancillary Services and Product and Pricing Addendum ("First Amendment"), is hereby made effective as of the last date of signature of this First Amendment ("Amendment Effective Date") by and between Trans Union LLC on behalf of itself and its affiliates and subsidiaries ("TransUnion") and University Medical Center of Southern Nevada ("UMC" or "Customer"). TransUnion and Customer being hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, TransUnion and Customer have entered into a Master Services Agreement for Consumer Reporting and Ancillary Services dated December 28, 2018 (the "Agreement");

WHEREAS, TransUnion and Customer have entered into a Product and Pricing Addendum dated December 28, 2018 (the "Addendum"); and

WHEREAS, TransUnion and Customer desire to amend the Agreement and Addendum to modify pricing and Reporting Protocols and to extend the Term pursuant to the terms and conditions set forth herein.

NOW THEREFORE, TransUnion and Customer understand and agree as follows:

1. All terms used herein shall have the same meaning as ascribed to them in the Agreement and in the Addendum.

2. All references to "TransUnion LLC" in the Agreement and Addendum shall be deleted and replaced with "Trans Union LLC, on behalf of itself and its affiliates and subsidiaries".

3. Pursuant to Section 4.7 Term, Termination and Survival in the Agreement, the Parties are invoking a second Extension Term which shall commence on December 28, 2021 and expire on December 27, 2023.

4. Section 4.7 Term, Termination and Survival in the Agreement shall be amended to include the following termination right:

   "Upon ninety (90) days' written notice to the other party, either party may terminate this Agreement during an Extension Term for any reason or no reason."

5. Sections II(1) and II(2) of the Addendum shall be deleted in their entirety.

6. All references to "eScan" in the Addendum shall be deleted and replaced with "Insurance Discovery".

7. Subsection (iii) of Section II(3)(A) "Services" of the Addendum shall be deleted in its entirety.

8. Section II(3)(B)(v) "Default Reporting Protocols" of the Addendum shall be deleted in its entirety.

9. Section II(3)(B)(xii) "Reporting Protocols" of the Addendum shall be deleted and replaced with the following:

   "Reporting Protocols" shall mean rules that define the timing of delivery of coverage for the patient accounts discovered by the Insurance Discovery Service. TransUnion delivers coverage in accordance with the Reporting Protocols outlined in Section III of this Addendum. Any change to the Reporting Protocols may result in a change in fees and must be agreed to, in writing, by TransUnion."

10. Section II(3)(B)(xiv) "Known Payer" shall be added to the Addendum as follows:

    "Known Payer" shall mean an account that is coded in Customer's patient account system as having payer eligibility (i.e. Known Commercial Payer Account, Known Medicaid Account, Known Medicare Account, or Known TRICARE Account). An account that is not coded as having payer eligibility is not deemed to be a Known Payer Account merely because a payer's eligibility information is included in the notes on the account in Customer's patient account systems."

11. The total not-to-exceed costs for all fees as referenced in Section III "Pricing" of the Addendum shall be deleted in its entirely and replaced with the following:

    "The total not-to-exceed cost for all Fees (including travel) listed herein will not exceed $1,080,000.00, effective as of January 1, 2021 through December 27, 2023."

12. Section III(1)(A) "One-time Implementation Fees" of the Addendum shall be amended to include the following:

    "TransUnion shall provide for the integration of Insurance Discovery License(s) with UMC's EPIC electronic medical record system at no additional cost to Customer."

13. For any Services performed on or after the Amendment Effective Date, Section III(2)(A) "Ongoing Monthly Pricing Fees" of the Addendum shall be deleted and replaced in its entirety with the following:

    A. Monthly Pricing Fees by Solution:

MONTHLY RECURRING PRICING FEES			
Solution	Description	Fee Basis	Total Price
Insurance Discovery Service Standard License Fee - Government	Evaluates patient accounts for government funded eligibility and monitors accounts on a continuous basis for up to three (3) years from the date of service	Customer will pay TransUnion a fee equal to this percentage of the actual payment received by Customer from the Customer's applicable Payer for the Customer's Billable Accounts: (1) which are discovered and reported by TransUnion and are not Known Payers; and (2) for which Customer ultimately receives reimbursement from the applicable Payer.	**Medicaid Insurance Discovery** Reporting Protocol: 15 days post discovery Contingency Fee: 12% **Medicare Insurance Discovery** Reporting Protocol: 15 days post discovery Contingency Fee: 12% **TRICARE** Reporting Protocol: 15 days post discovery Contingency Fee: 12%

Insurance Discovery Service Standard License Fee - Commercial	Evaluates patient accounts for commercial eligibility and monitors accounts on a continuous basis for up to three (3) years from the date of service	Customer will pay TransUnion a fee equal to this percentage of the actual payment received by Customer from the Customer's applicable Payer for the Customer's Billable Accounts: (1) which are discovered and reported by TransUnion and are not Known Payers; and (2) for which Customer ultimately receives reimbursement from the applicable Payer.	**Commercial Insurance Discovery** Reporting Protocol: Upon Discovery Contingency Fee: 12%
Insurance Discovery Safety Net Fee – Coordination of Benefits (COB) and Medicaid Pending	TransUnion provides data to assist Customer's coordination of benefits for patient Billable Accounts	Customer will pay TransUnion a fee equal to this percentage of the actual payment received by the Customer for the following account types: a) all Medicaid Billable Accounts coded by Customer as a Medicaid Pending Account when first reported by TransUnion, b) Medicare Coordination of Benefits Accounts delivered in the Medicare Coordination of Benefit Report, c) Commercial Coordination of Benefits Accounts delivered in the Commercial Coordination of Benefits Report, if applicable.	**Medicaid Pending Accounts** Reporting Protocol: 45 days post certification date Contingency Fee: 10% **Medicare COB Accounts:** Reporting Protocol: 15 days post discovery Contingency Fee: 10% **Commercial COB Accounts:** Reporting Protocol: Upon Discovery Contingency Fee: 10%
Accounts where multiple payers have been discovered are reported based on the Reporting Protocols for the primary payer and billed according to the fees above.			

14. Section III(6) "Pricing Term" of the Addendum shall be deleted in its entirety and replaced with the following:

    Pricing Term. This pricing will begin on the Addendum Effective Date and shall continue for (i) the Initial Term (as defined in the Agreement), and (ii) any Extension Terms entered into in accordance with the Agreement, unless otherwise agreed by the parties in writing.

[Signature page to follow]

In all other respects, and except as expressly modified herein, the Agreement and any existing Exhibits and Addenda thereto shall remain in full force and effect. In event of a conflict between this First Amendment, Addendum and the Agreement, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Amendment Effective Date.

Trans Union LLC	**University Medical Center of Southern Nevada**
DocuSigned by:	
By: James C. Bohnsack	**By:**
D929DCE854C9422...	
Authorized Signature	Authorized Signature
Name: James C. Bohnsack	**Name:** Mason Van Houweling
Printed	Printed
Title: CR&SO	**Title:** Chief Executive Officer
Date: 5/5/2021	**Date:**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: up to 20 remote employees

Corporate/Business Entity Name: (Include d.b.a., if applicable)	TransUnion, LLC		
Street Address:	N/A	Website:	www.Transunion.com
City, State and Zip Code:	N/A - no offices in Clark County, NV	POC Name: Email:	
Telephone No:		Fax No:	
Nevada Local Street Address: (If different from above)	N/A	Website:	
City, State and Zip Code:	N/A	Local Fax No:	
Local Telephone No:	N/A	Local POC Name: Email:	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Please see: investors.transunion.com/leadership-and-governance/our-leadership-team		

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

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

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

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

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

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

Kelli J Harbert
Signature

Kelli J. Harbert
Print Name

VP of Sales US West
Title

May 11, 2021
Date

REVISED 7/25/2014

Leadership Team

Christopher A. Cartwright
President & Chief Executive Officer

Todd M. Cello
Executive Vice President, Chief Financial Officer

Steven M. Chaouki
President, U.S. Markets

Abhinav (Abhi) Dhar
Executive Vice President, Chief Information & Technology Officer

Timothy J. Martin
Executive Vice President, Chief Global Solutions Officer

R. Dane Mauldin
Executive Vice President, Chief Operations Officer

David M. Neenan
President, International

Heather J. Russell
Executive Vice President, Chief Legal Officer and Corporate Secretary

Steve Sassaman
Executive Vice President, Chief Commercial Officer

Julie Springer
Executive Vice President, Chief Marketing and Communications Officer

David E. Wojczynski
President, Healthcare

Board of Directors

Christopher A. Cartwright

Dr. George M. Awad

William P. (Billy) Bosworth

Suzanne P. Clark

Kermit R. Crawford

Russell P. Fradin

Pamela A. Joseph

Siddharth N. (Bobby) Mehta

Thomas L. Monahan, III

Andrew Prozes

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

Issue:	**Second Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Second Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000854000
Funded Pgm/Grant: N/A
Description: Data Engineering Consulting
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 3/30/2020 – 6/30/2022
Amendment 2 NTE: 150,000
Cumulative Funding: NTE $317,000.00
Out Clause: 30 days without cause

BACKGROUND:

In March 2020, Shannon Kane-Saenz and UMC entered into an Agreement for Data Engineering Consulting, and amended via First Amendment on November 18, 2020, (collectively, the "Agreement") under which Shannon Kane-Saenz provides UMC with critical specialized data engineering services to support the Kaufman Hall Axiom and Epic Clarity platforms, among other things.

This request for approval of a Second Amendment which will increase the total funding of the Agreement by $150,000.00 for a new not to exceed total of $317,000.00 and extend the expiration date by 1 year to June 30, 2022. All other terms of the Agreement remain unchanged.

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

Cleared for Agenda
May 19, 2021

Agenda Item #

8

SECOND AMENDMENT TO
AGREEMENT FOR DATA ENGINEERING CONSULTATION

This Second Amendment ("Second Amendment") to the Agreement for Data Engineering Consultation, is effective as of the date last signed by the parties below ("First Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada** (**"Hospital"**), and **Shannon Kane-Saenz** (**"Consultant"**).

WHEREAS, Hospital and Consultant entered into to that certain Agreement for Data Engineering Consultation, having an effective date of March 30, 2020, and First Amendment to Agreement for Data Engineering Consultation, effective as of November 18, 2020 (jointly, the "Agreement"); and

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

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

1. Section I: Term of Agreement is hereby amended to extend the Term through June 30, 2022.
2. Section II, Part A (1) shall be deleted in its entirety and replaced with the following:

   "Hospital agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed fee of $317,000.00 for the Term. It is expressly understood that the entire Scope of Work defined in Exhibit A must be completed by CONSULTANT and it shall be CONSULTANT's responsibility to ensure that hours and tasks are properly budgeted so the entire Project is completed for the said fee."
3. Except as expressly amended in this Second Amendment, the Agreement shall remain in full force and effect.

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

COMPANY:

SHANNON KANE-SAENZ

By: ______________________ 4/28/2021
Shannon Kane-Saenz DATE
Owner

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: ______________________
MASON VAN HOUWELING DATE
Chief Executive Officer

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 <u>all Corporate Officers and Directors only</u>.

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

1) Indicate if any individual members, partners, owners or principals involved in the business entity <u>are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)</u>. 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 <u>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)</u> (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, <u>this section must be completed</u> in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☒ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Shannon Kane-Saenz	
(Include d.b.a., if applicable)		
Street Address:	52046 N. Highway 245	**Website:** http://kanesaenz.com/shannon
City, State and Zip Code:	Miramonte, Ca. 93641	**POC Name:** Shannon Kane-Saenz **Email:** Shannon@Kanesaenz.com
Telephone No:	559-336-2105	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

	Shannon Kane-Saenz
Signature	Print Name
Database Engineer	10/29/2020
Title	Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

____
Signature

____
Print Name
Authorized Department Representative

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

<table>
<tr><td>Issue:</td><td>SmartForce Workforce Management Software Agreement with Ability Network, Inc.</td><td>Back-up:</td></tr>
<tr><td>Petitioner:</td><td>Jennifer Wakem, Chief Financial Officer</td><td>Clerk Ref. #</td></tr>
<tr><td colspan="3">Recommendation:
That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the SmartForce Workforce Management Software Agreement with Ability Network, Inc.; and take action as deemed appropriate. (For possible action)</td></tr>
</table>

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000854000
Funded Pgm/Grant: N/A
Description: Online Scheduling tool
Bid/RFP/CBE: NRS 332.115(1)(h) – Computer Software
Term: 36 months
Amount: NTE $728,816.24
Out Clause: 60 days w/o cause prior to any renewal term

BACKGROUND:
In February 2019, Ability Network Inc. (“Ability”) and UMC entered into a Service Agreement and Business Associate Agreement (collectively, the “Agreement”) to utilize Ability software services for online scheduling of shift-based employees. UMC is currently using KRONOS for time and attendance and Kaufman Hall for productivity metrics.

This request is for Ability to provide UMC with additional software service modules, pursuant to the terms and conditions of the Agreement, for employee credentials and UMC’s financial and scheduling metrics, replacing the agreements with Kronos and Kaufman Hall. The new software will automate the scheduling process, provide visibility in all aspects of scheduling, facilitate staff communication, deliver real-time access to staff and leverage extensive reporting.

The cost for the software package is $19,312.50 per month for twelve (12) months with a one-time installation fee of $12,500. The agreement auto-renews for two (2) additional annual periods unless UMC provides Ability with a 60-day notice of termination prior to each annual term. The total not-to-exceed is $728,816.24, which includes a 3% annual increase.

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

Ability Network, Inc. does not hold a Clark County License.

Cleared for Agenda
May 19, 2021

Agenda Item #

9

ABILITY™
An Inovalon Company

Order Information

Order Number	Q-97861-1
Offer valid through	5/31/2021
Prepared by	Mark Milliken
Manager	Kevin Vick

Customer Information

Account Name	University Medical Center of Southern Nevada		
Account Number	38370		
Physical Address	1800 W Charleston Blvd Las Vegas, NV 89102-2329 US	**Billing Address**	1800 W Charleston Blvd Las Vegas, NV 89102-2329 US

Business Contact	Technical Contact	Billing Contact
Maria Sexton 702-671-6579 maria.sexton@umcsn.com		

Order Details

Billing Frequency Monthly

Fee Type	Quantity	Service	Service Description	Sales Price	Total Price
Recurring	5,150.00	SF-COMMAND-BUNDLE	ABILITY | SMART FORCE Bundle (Scheduler/Credentialer/Command Center)	$3.75	$19,312.50
One Time	1.00	SF-INSTALL-SCHED	ABILITY | SMART FORCE Scheduler Install	$2,500.00	$2,500.00
One Time	1.00	SF-IMPORT-CENSUS	ABILITY | SMART FORCE Scheduler Census	$3,000.00	$3,000.00
One Time	1.00	SF-IMPORT-TIMEPUNCH	ABILITY | SMART FORCE Scheduler Time Punch	$7,000.00	$7,000.00

One Time Fee: $12,500.00

Monthly Recurring Amount: $19,312.50

If taxable, invoice will include applicable Sales Tax

Order Notes

This order form ("Order Form") is entered into by ABILITY Network Inc. ("ABILITY") and University Medical Center of Southern Nevada ("Customer") as of the date of Customer's signature below ("Effective Date").

Swap Order. As of the Service Period Start Date, this Order Form shall supersede and cause to be terminated, thus no longer having any force or effect, any and all Customer's previous order forms including Q-91022-2 as executed by Customer on 1/19/21.

Service Period Start Date: 6/1/2021

TERMS AND CONDITIONS

Definitions.

1. **"Authorized End Users"** – Authorized users shall include Customer's personnel and contracted third parties (e.g. agency, temporary, subcontracted, or consulting staff) acting on behalf of Customer.

Services. Customer will utilize the services defined below (each a "Service" and collectively the "Services"):

- ABILITY | SMART FORCE Bundle (Scheduler/Credentialer/Command Center): Bundle shall include the following services:
    - ABILITY | SMARTFORCE Scheduler: Service that provides for the on-line scheduling of shift-based employees. ABILITY | SMARTFORCE Scheduler Pricing based on Active User employees per month.
    - ABILITY | SMARTFORCE Credentialer: On-line tracking of employees' credentials, licenses, and certifications. ABILITY | SMARTFORCE Credentialer Pricing based on Active User employees per month.
    - ABILITY | SMARTFORCE Command Center: Service that provides insights into Customer's financial and scheduling performance metrics. Includes a tool to engage and evaluate staff related performance metrics.
- ABILITY | SMARTFORCE Scheduler – Census Import: Import of Customer's current census information into the ABILITY | SMARTFORCE Scheduler service.
- ABILITY | SMARTFORCE Scheduler – Time Punch Import: Import of Customer's current time punch information from their current system into the ABILITY | SMARTFORCE Scheduler service.
- ABILITY | SMARTFORCE Scheduler – Installation: A one-time fee for the remote set up, installation, and training of ABILITY | SMARTFORCE Scheduler.

Term. This Order Form shall have an initial twelve (12) month term, which shall begin on the Service Period Start Date as stated herein ("Initial Term") and will automatically renew for up to two (2) successive twelve (12) month terms (each a "Renewal Term"). As of any renewal term, Customer may terminate this Order Form by providing at least sixty (60) days' prior written notice. After the second Renewal Term, this Order Form shall terminate. If the Services are terminated prior to the end of the Initial Term either improperly by Customer or by ABILITY, due to Customer's breach of the Agreements or this Order Form, Customer agrees to pay ABILITY, upon receipt of an invoice, the total of the then applicable Monthly Recurring Amount multiplied by the number of months remaining in the Initial Term as of the effectiveness of such termination.

Fee Modification. ABILITY shall not increase the fees for Services during the Initial Term. During each Renewal Term, ABILITY shall not increase the fees for the Services by more than 3%, one-time within each Renewal Term.

Authorization to Use Services. Customer is authorized to make the Services listed on this Order Form available only to Authorized End Users. Customer is not authorized to use the Services for purposes outside of the rights granted herein.

Invoicing. The Monthly Recurring Amount will be invoiced at the commencement of each month this Order Form is in effect, beginning as of the Service Period Start Date. The One Time Fee Shall be invoiced as of the Service Period Start Date.

Confidentiality. Customer agrees to keep in confidence the terms of this Order Form, including any information concerning price, except where applicable to Authorized End Users so long as such Authorized End Users in turn agree to the confidentiality of such information.

NOTE: ALL PAGES OF THIS DOCUMENT MUST BE SUBMITTED TOGETHER TO CONSTITUTE A COMPLETE ORDER.

THIS IS A BINDING AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS OF THE ABILITY NETWORK INC. SERVICE AGREEMENT EXECUTED BY THE PARTIES ON 9/27/2019 AND BUSINESS ASSOCIATE AGREEMENT EXECUTED BY THE PARTIES 4/21/2020 ("AGREEMENTS"). THESE AGREEMENTS ARE INCORPORATED HEREIN AS PART OF THIS ORDER FORM. IN THE EVENT OF A CONFLICT IN TERMS BETWEEN THIS ORDER FORM AND THE AGREEMENTS, THE TERMS OF THIS ORDER FORM SHALL CONTROL; OTHERWISE, THE TERMS OF THIS ORDER FORM ARE IN ADDITION TO AND SUPPLEMENT THE TERMS OF THE AGREEMENTS.

Payment terms shall be net 30 days from invoice date regardless of when the service usage actually begins.

Tax Status: Taxable
If exempt (Non-Taxable), a state tax exemption certificate is required with the signed order form.

AGREED AND ACCEPTED

University Medical Center of Southern Nevada

Authorized Signature

Printed Name

Title

Date

ABILITY Network Inc.
100 N 6th, Suite 900A
Minneapolis, MN 55403

DocuSigned by:
Tom Schultz
A6D50C9393B441F...

Authorized Signature

Tom Schultz

Printed Name

SVP

Title

5/13/2021

Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	ABILITY Network Inc.	
(Include d.b.a., if applicable)		
Street Address:	100 North 6th Street, Suite 900A	**Website: www.abilitynetwork.com**
City, State and Zip Code:	Minneapolis, MN 55403	**POC Name: Pat Lucyshyn** **Email: pat.lucyshyn@abilitynetwork.com**
Telephone No:	813,288,3240	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Inovalon, Inc.		100% ownership

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

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

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

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

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

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

Signature: [signature]

Print Name: Ken Ernsting

Title: SVP, Operations

Date: 1/2/2019

REVISED 7/25/2014

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

Issue:	**Client Agreement with FocusOne Solutions, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Client Agreement with FocusOne Solutions, LLC for temporary labor staffing services; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: Various
Funded Pgm/Grant: N/A
Description: Temporary Labor Staffing Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 7/1/2021 to 6/30/2023 with one (1) year option
Amount: NTE $9.4 million per year or potential aggregate of NTE $28.2 million for three (3) years
Out Clause: 60 days w/o cause

BACKGROUND:

Since April 2006, UMC has had an agreement with FocusOne Solutions, LLC (FocusOne) to provide temporary staffing of clinical professionals in critical need areas of the hospital. At times, this service may be used to solicit and fill a full-time UMC employee position.

UMC's current agreement with FocusOne terminates June 30, 2021, and its continuation is vital in order for UMC to continue staffing key clinical areas throughout the hospital. This request is to enter into a new Agreement with FocusOne for the same services with the NTE cost of $9,400,000 per year. The Agreement term is from July 1, 2021 through June 30, 2023 with the option to extend for one (1) year unless terminated with a 60-day written notice. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option at his discretion if deemed beneficial to UMC.

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

FocusOne currently holds a Clark County business license.

Cleared for Agenda
May 19, 2021

Agenda Item #
10

CLIENT AGREEMENT

THIS CLIENT AGREEMENT ("Agreement") is entered into on June 1, 2021 between FocusOne Solutions, LLC which is located at 13609 California Street, Omaha, NE 68154 (herein called "FOS") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes which is located at 1800 W. Charleston Boulevard, Las Vegas, NV 89102 (herein called "Client" or "UMC"). The parties agree as follows:

1. DESCRIPTION OF SERVICES
    1.1. FOS may perform any of its obligations under this Agreement by engaging the services of one or more entities involved in the business of staffing and recruiting (hereafter referred to as "AP(s)"). If FOS carries out any of its duties under this Agreement through the use of AP(s), the agreement between FOS and the AP(s) shall contain clauses placing duties on the AP(s) to follow the provisions of this Agreement which relate to AP(s), and FOS shall ensure that all qualification requirements outlined for the staffing professionals (herein called "Professionals") are met. Payment of the Professionals will be the responsibility of the AP(s).
    1.2. Any communications regarding daily operational events for all temporary and direct hire Professionals will be conducted solely between FOS and Client. Client agrees that for so long as this Agreement is in effect it will not have contact or contract directly with AP(s) or any other entity involved in the business of staffing as provided in Attachment C to obtain Professionals or other personnel as defined in Attachment A for staffing purposes. Notwithstanding the foregoing, FOS may not provide Professionals to any parent, subsidiary, or affiliated entity which FOS deems, in its sole and absolute discretion, to be financially unstable.

2. PROVISION OF TEMPORARY PROFESSIONALS
    2.1. At Client's request, FOS or its AP(s) will present and provide Professionals for temporary staffing, who meet as closely as possible the described qualifications set forth by Client.
    2.2. Client acknowledges that it is solely responsible for making the selection decision of Professionals presented by FOS or its AP(s) and neither FOS nor its AP(s) shall have any liability as a result of any screening activities performed on behalf of the Client.
    2.3. Services will be performed at an hourly billing rate as indicated in Attachment A.
    2.4. During the term hereof, and for one (1) year thereafter, if Client elects to hire either a full-time or part-time basis, (either as an employee or an independent contractor), a Professional, as defined in Attachment A, presented by FOS or its AP(s), including any Professional who is working or has worked for Client within the previous one-year period, then Client agrees to immediately pay FOS a "Client Permanent Placement Fee" equal to 15% of Professional's projected first year total compensation. Such percentage will be reduced by 1% for each 30-hour week worked by such person pursuant to this Agreement during the prior year. Provided, however, Client shall have no obligation to pay the Client Permanent Placement Fee in the event the Professional has worked 30 hours or more each week for 13 consecutive weeks.
    2.5. During the one-year period following either the presentation of Professional to Client or the completion of Professional's assignment at Client's facility, whichever is later, Client agrees not to obtain Professional's services through any non-employee direct or indirect contractor or subcontractor relationship, other than through FOS or its AP(s).

3. PROVISION OF DIRECT HIRE PROFESSIONALS
    3.1. In the event of a direct hire placement, Client shall enter into an employment agreement directly with the Professional. Client agrees to pay a fee of 15% of Professional's projected first year total compensation as an employee of Client. Client will be invoiced upon Professional's start date with Client and payment is due 60 days from invoice date. FOS guarantees all full-time placements for the first 90 days of employment from the start date. During the guarantee period, FOS or its AP(s) will locate and present additional replacement candidates of comparable qualification at no additional charge, provided FOS is notified in writing within fifteen (15) calendar days of termination and the termination is through no fault of Client.
    3.2. Since Client is solely responsible for the hiring decision, FOS shall not be responsible for any termination decision made by Client. FOS does not guarantee the performance of any direct hire candidate and disclaims any responsibility for any claims, losses, or liabilities as a result of a placed candidate's acts or omissions. It is agreed that upon hiring of a Professional, Client is the sole and direct employer of that employee, and accordingly is solely responsible for the employment relationship and all legal obligations therewith. FOS and its AP(s) expressly disclaim liability for any claim, loss, or liability of any kind whatsoever arising out of or relation to: (a) claims by Professionals for compensation, benefits, damages, contributions, or penalties, including under any employee benefit plan, fringe benefit plan, or personnel policy; (b) Client making changes in the Professional's job duties; (c) the conduct of Client's officers, employees, and agents; (d) failure by Client to provide Professional's with a safe worksite; (e) acts or omissions of Professional in the furtherance of Client's business, except to the extent that such claim, loss, or liability is directly caused by FOS or its AP(s) failure to properly perform its contractual duties with respect to the Professional; or (f) claims for special, indirect, incidental, consequential, punitive, or lost profit damages.

4. SOFTWARE
    4.1. FOS will provide web-based software ("FocusOne Connect", a software solution of Medical Solutions) for the acquisition and management of Professionals at no cost to Client.
    4.2. FOS shall assume responsibility for all efforts relative to the implementation of FOS services, including FocusOne Connect, to Client. During implementation, FOS and Client will specifically identify each party's responsibilities regarding the delivery of each engagement.

4.3. Prior to implementation of FocusOne Connect at Client or during a time to be agreed upon by both parties, FOS will provide to those individuals designated by Client and as agreed upon by FOS, web-based training relative to the facilitation and management of FocusOne Connect. This no cost training to Client shall include, but not be limited to elements where applicable, such as request process, on-boarding and off-boarding functions, daily operational activity, reporting functions, etc.

4.4. FOS hereby grants a non-exclusive revocable license to Client to use FocusOne Connect during the term of this Agreement, solely in connection with the performance under this Agreement. Client acknowledges that FocusOne Connect, including all configurations, improvements, modifications, and customizations thereto, shall at all times be and remain the sole property of FOS, and Client thereby assigns any right or interest in FocusOne Connect, including all configurations, improvements, modifications, and customizations thereto, to FOS.

5. QUALITY ASSURANCE PROGRAM

5.1. Client agrees to provide documentation outlining any specific pre-assignment requirements to comply with Client's policies and procedures. Client's specific pre-assignment requirements are attached to this Agreement as Attachment B.

5.2. FOS or its AP(s) will comply with Client's pre-assignment requirements. FOS or its AP(s) shall provide Client with sufficient evidence to verify that each Professional has satisfactorily met all of Client's pre-assignment requirements and continues to be compliant with the pre-assignment requirements during the applicable assignment.

5.3. Client may require Professional(s) to undergo for-cause drug testing at AP(s) expense. If Client requires Professional to undergo for-cause testing, Client agrees it shall provide FOS or its AP(s) with the written results of Professional's drug test. If any Professional refuses a for-cause drug test, or if any drug test reveals any inappropriate drug use, Client may immediately terminate the Professional without penalty provided that Client must send FOS or its AP(s) (and respective party must confirm receipt of) written documentation of Professional's refusal or written drug test results within ten (10) calendar days of the occurrence.

6. COMPLIANCE

6.1. AP(s) will be responsible for maintaining all documentation related to the qualifications of Professionals as outlined in Attachment B. Documentation requirements are subject to change without notice and will be updated in FocusOne Connect.

6.2. AP(s) understand that any compromise in the quality of patient care or clinical services rendered may result in immediate termination of the Professional's assignment. In the event the Professional displays unsatisfactory performance, Client agrees to provide FOS with written documentation to support the assessment within ten (10) calendar days.

6.3. Client shall be recognized as the on-site supervisor of professional performance and daily assignment responsibilities.

6.4. AP(s) will be responsible for performing verifications of applicable certifications and licensures for Professionals.

6.5. Client agrees to report to FOS any incident involving a risk to patient safety and the quality of care, or a security incident involving property damage, where a Professional was involved. This includes errors, injuries, and safety hazards, both reportable and not reportable. As applicable, FOS and/or AP(s) and Client will cooperate with each other to conduct an investigation of the Professional's role in the incident, identifying possible causes, and actions that can be taken by each party in the future to prevent recurrence. Documentation of the relevant action steps to be adopted will be the responsibility of each party as applicable: FOS and/or AP(s) and/or Client.

6.6. FOS will provide Client with a formal performance evaluation form immediately prior to, or after the assignment ends for each Professional provided. Client agrees to complete this evaluation form for each Professional and return it within ten (10) calendar days of the Professional's assignment end date to FOS.

7. OSHA/SAFETY REQUIREMENTS

7.1. Client will provide the Professional(s) with "site specific" information relative to applicable OSHA regulations and Client policies and procedures, including location of protective equipment, site procedures, and hazard signage.

7.2. Client will notify FOS immediately in the event Client becomes aware that Professional has had an occupational exposure and will cooperate with FOS or its AP(s) in the administration of its post-exposure protocols.

7.3. AP(s) will maintain records as required and applicable to post-exposure follow-up requirements for Professionals.

7.4. In the event that any Professional provided is injured while working on Client's premises under this Agreement, Client agrees to arrange for drug testing and medical care as directed by FOS or its AP(s) at the AP(s) expense. Client shall provide the AP(s) with the necessary documentation regarding the injury and follow up care in order for the claim to be properly submitted to the respective worker's compensation carrier.

8. HIPAA COMPLIANCE

8.1. This Agreement shall require compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C § 1320d to 1320d-7 ("HIPAA") and the final regulations implementing the privacy provisions of HIPAA as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 ("Privacy Regulation"):

8.1.1. The parties understand that the Professional, in the performance of his or her assigned responsibilities, may require access to any individually identifiable health information of patients of Client. The parties further agree that such access shall be limited to Professional only, and that neither FOS nor its AP(s) shall require or request access to any individually identifiable patient information of Client.

8.1.2. Client shall designate Professional as a member of its "workforce," as such term is defined in the Privacy Regulation, for purposes of carrying out Professional's duties under the assignment. Such designation is for purposes of HIPAA compliance only and shall not be construed as altering FOS or its AP(s) obligation to pay wages and benefits, administer benefit programs, withhold and remit income and payroll taxes, or any other obligation of FOS or its AP(s) as Professional's employer.

8.1.3. As a member of Client's workforce, Professional will have access to, in the same manner as other employees of Client performing the same or similar job functions, such information as is necessary for Professional to effectively perform the duties assigned to Professional, such access being under the direction and control of Client. Professional shall use this information only as needed for the performance of his or her assigned duties and shall not use such information for any other purpose. In addition, Professional will not disclose or use any information that Professional may receive or develop as a result of contacts with Client's patients for any purpose other than necessary to perform his or her assigned responsibilities.

8.1.4. Professional shall be subject to Client's policies and procedures governing the privacy and security of Protected Health Information ("PHI") of Client's patients. AP(s) will provide Professional with basic HIPAA informational training prior to assignment at Client facility. Client shall be solely responsible for providing the necessary facility-specific training to Professional at the time of hire as required by HIPAA and consistent with the training provided to other members of Client's workforce.

8.1.5. In the event of any change of law or regulation which prohibits the Professional from being designated as a member of Client's workforce, or any action or threatened action by federal, state or local authorities that such designation creates a serious risk of assessment, sanction, penalty or other serious consequence to Client, FOS or its AP(s), the parties agree to negotiate in good faith to reform or modify this Agreement or enter into a separate agreement as necessary to permit Client to share PHI with Professional as necessary for Professional to perform his or her responsibilities under the staffing assignment.

8.1.6. Each party shall be liable for its own negligent and intentional acts and omissions under Section 8 of this Agreement, and neither party shall be liable for the negligent or intentional acts or omissions of the other party.

9. DIRECTION AND SUPERVISION

All Professionals accepted by Client shall, when rendering services, be under the direction and supervision of Client and not FOS or its AP(s). FOS or its AP(s) will use reasonable efforts to conduct reliable background checks and screening procedures as described herein but does not guarantee the outcome of any assignment of any Professional while under Client's direction and supervision.

10. FLOATING

The parties acknowledge that Client's current collective bargaining agreement requires agency or registry personnel, including contracted registered nurses, to be floated first; followed by temporary employees, per diem employees, and solicited volunteers. Client agrees that assignments for floating shall be as closely related to the competency and skill level of the Professional as possible and within the guidelines established by the Nurse Practice Act or any applicable law or regulation which governs license or certification of the Professional. Client agrees to obey all federal, state and local laws, and to pay any penalties assessed to employees of FOS or its AP(s) as a direct result of Client's noncompliance with this Section.

11. INDEPENDENT CONTRACTORS

FOS, AP(s), and Client enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship amongst the parties. Client does not assume, and shall not assume, any liability relating to Professionals required compensation; worker's compensation; payroll taxes; federal, state, and municipal taxes (including federal social security, or state unemployment compensation taxes); or any other employee benefits on account of any Professionals provided pursuant to this Agreement, all which shall remain the responsibility of the AP(s).

12. LEGAL, PAYROLL AND TAX OBLIGATIONS

12.1. FOS and its AP(s) are Equal Opportunity Employers, and as such will not discriminate in the selection and presentation of Professionals to Client. Client agrees that it will not discriminate on the basis of race, color, religion, sex, age, national origin, disability, handicapping condition (including AIDS or AIDS related conditions), sexual orientation, gender identity or expression, or any other prohibited factor in its acceptance, selection, assignment or rejection of any Professional.

12.2. As part of AP(s)' obligation to comply with applicable laws of the United States Citizenship and Immigration Service ("USCIS"), it may be required for a Client representative to complete Section 2 of the USCIS Form I-9 as the designated on-site agent for AP(s). Client is relieved of any liability related to this documentation, consistent with USCIS regulations that specify the "Employer of Record" (AP(s)) as liable for the actions of a designated on-site agent.

12.3. AP(s), in compliance with federal and state labor laws, will be responsible for paying the wages of contracted Professionals, including withholding any applicable income and Social Security taxes.

12.4. AP(s) will be responsible for paying per diem (if any) as agent for Client since it is advanced to the Professional.

12.5. AP(s) will maintain any necessary personnel and payroll records.

13. USE OF 1099 EMPLOYEES

AP(s) may elect to use 1099 employees to provide services to Client pursuant to this Agreement. In the event 1099 employees are utilized, AP(s) will ensure that all qualification requirements outlined in this Agreement are met. Payment of 1099 employees will be the sole responsibility of the AP(s). Client and FOS must provide prior written consent to AP(s) prior to any 1099 employees providing services at Client pursuant to this Agreement.

14. BILLING AND PAYMENT

14.1. Professional is responsible for clocking in and out for each shift using Client's time keeping system.

14.2. Client will be responsible for verifying hours worked by the assigned Professional as documented on their online FOS timecard or Client's time keeping system. Client will approve the online FOS timecard or Client's timecard as (a) acceptance that services were satisfactorily performed, (b) agreement that hours worked are documented accurately, and (c) authorization for billing at the rate agreed upon between FOS and Client. Any dispute regarding hours must be submitted by Tuesday at 9:00 am CST. Otherwise, invoice will be generated accordingly.

14.3. FOS will invoice Client on a weekly basis for all amounts owed for services rendered and expenses incurred. Invoices will provide detailed billing information, including but not limited to amounts due for hours worked and other mutually agreed upon qualified business expenses if any. The invoice may also detail any applicable per diem expense incurred by the Professional while on assignment for which Client is responsible to reimburse the Professional. For administrative convenience, AP(s) will disburse any applicable per diem expense to the Professional on Client's behalf.

14.4. Client agrees to pay invoices in full within 60 days from invoice date.

14.5. Client must dispute any invoice within 60 days of invoice date to FOS otherwise invoices shall be deemed valid.

14.6. Client agrees to pay FOS for the performance of services described in this Agreement for the not-to-exceed amount of **$9,400,000 per year.**

15. SCHEDULING OF ASSIGNMENTS

15.1. Professionals may be scheduled for either long-term assignments or short-term assignments. As used herein, long-term assignments will be any job assignment which is four (4) weeks or greater in length with guaranteed hours; short-term assignments will be any job assignment which is less than four (4) weeks in length with no guaranteed hours.

15.2. For long-term assignments, Client agrees to the minimum hour guarantee of 36 or 48 hours per week for twelve (12) hour shifts, or forty (40) hours per week for eight (8) and ten (10) hour shifts, respectively. However, Client can cancel up to three (3) shifts per 13-week assignment of a Professional without penalty.

15.3. For all long-term assignments for which either written or verbal acceptance of Professional has been given by Client, Client agrees to assign and utilize the Professional for the full length of the assignment initially agreed upon, and to pay for services rendered for that term, unless Client provides FOS, with written and verbal notice of cancellation of an assignment at least thirty (30) calendar days in advance. Upon receipt of such notification, FOS shall either agree to any proposed reduction in service or shall elect to terminate the service at the end of the 30-day notice period.

15.4. For short-term assignments, Client agrees to provide a minimum of two (2) hours' notice to FOS for those employees whose shift has been cancelled or called off.

15.5. Notwithstanding the foregoing, Client may require that FOS or its AP(s) remove a specific Professional only for "cause" which will be documented in a written notice provided to FOS within seven (7) calendar days after removal. "Cause" will be defined as any material violation of Client policies, insubordination, unsatisfactory attendance or performance, misconduct, or violation of drug abuse policies. In the event of a removal of a Professional for "cause", Client shall not be liable for any penalty or costs associated with cancellation and Client shall only be obligated to pay for amounts accruing prior to the termination of the assignment. FOS or its AP(s) may remove a specific Professional from an assignment at any time should Client be in breach of this Agreement or should FOS or its AP(s) determine that continuation of the assignment would violate professionally recognized standards of medical care or the safety and well-being of the Professional.

16. INDEMNIFICATION

16.1. AP(s) agree that they shall defend, indemnify and hold harmless Client and FOS, together with their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damages arising out of or relating to its performance of this Agreement and including without limitation any injury or damage caused by or resulting from the negligent acts or omissions of AP(s), including their directors, trustees, officers, employees or agents.

16.2. To the extent expressly authorized by Nevada law, Client agrees that it shall defend, indemnify and hold harmless FOS and its AP(s), together with their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damage arising out of or relating to its performance of this Agreement and including without limitation any injury or damage caused by or resulting from the negligent acts or omissions of Client, including their directors, trustees, officers, employees or agents.

16.3. FOS agrees that it shall defend, indemnify and hold harmless Client and its AP(s), together with their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damage arising out of or relating to its performance of this Agreement and including without limitation any injury or damage caused by or resulting from the negligent acts or omissions of FOS, including their directors, trustees, officers, employees or agents.

16.4. These indemnities shall survive the termination of this Agreement.

17. INSURANCE

17.1. FOS or its AP(s) will provide professional liability insurance coverage of the Professionals, with limits of not less than $1 million per occurrence, and an aggregate limit of not less than $3 million.

17.2. FOS or its AP(s) will provide general liability insurance coverage of the Professionals, with limits of not less than $1 million per occurrence, and an aggregate limit of not less than $3 million.

17.3. FOS or its AP(s) will provide worker's compensation insurance coverage of the Professionals, in accordance with applicable state laws.

17.4. Client acknowledges that FOS' contractual arrangement with its AP(s) is such that the amounts paid by Client to FOS hereunder are in turn paid by FOS to its AP(s), with FOS retaining a specified percentage of the amount paid to its AP(s). In light of such fact, and notwithstanding any term hereof to the contrary, the parties agree that FOS' maximum liability to Client (and Client's sole remedy and recourse against FOS) for any claims, losses, expenses or damages whatsoever arising out of, or in any way related to this Agreement, shall not exceed the lesser of (a) the total amount paid by Client to FOS during the course of this Agreement; or (b) the total amount actually recoverable by FOS from its insurance carrier with respect to the specific claim at issue.

18. CONFIDENTIALITY

18.1. The parties agree to comply with all applicable federal, state, and local laws and regulations relating to the confidentiality, ownership and treatment of medical records and information.

18.2. FOS or its AP(s) agree that they will not disclose to any third party any proprietary information disclosed by Client which has been communicated in writing as proprietary information to be maintained as "Confidential," except as such disclosure may become necessary to comply with applicable laws. Client agrees that information regarding but not limited to the Professional's contact information, references, drug test results, immunizations and antibody titer tests, physical examinations and health history, and any other information designated by this Agreement or by FOS or its AP(s) as "Confidential" information shall be considered proprietary to FOS and its AP(s), and Client will not disclose to any Professional or third party any such information, except as may be specifically authorized by FOS or required by law.

18.3. FOS and its AP(s) acknowledge that Client is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Client receives a demand for the disclosure of any information related to this Agreement which FOS or its AP(s) has claimed to be confidential and proprietary, Client will immediately notify FOS of such demand and FOS shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for protective order. FOS and its AP(s) shall indemnify and defend Client from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of FOS' or AP(s)' document in Client's custody and control in which FOS or AP(s) claims to be confidential and proprietary.

19. FEDERAL PROGRAMS

FOS and its AP(s) represent that they are not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, FOS and AP(s) represent that no Professionals provided under this Agreement are under sanction by a state or federal governmental agency, that Professionals provided to Client under this Agreement are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, Client reserves the right to immediately terminate its relationship with such excluded Professional, FOS or its AP(s). It is understood and agreed that the ability to verify if any Professionals or business entities are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons or companies and the representations of each individual Professional or business entity.

20. ACCESS TO BOOKS AND RECORDS

To the extent required by Section 1861(v)(I) of the Social Security Act, until the expiration of four (4) years after the furnishing of services under this Agreement, FOS or its AP(s) shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of FOS or its AP(s) as are necessary to certify the nature and extent of the costs hereunder. In the event FOS or its AP(s) carries out any of its duties under this Agreement through a subcontract, for the value or cost of $10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause placing the same duty on the subcontractor as this contract places on FOS or its AP(s).

21. WAIVER

The failure of either FOS or its AP(s) or Client to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or of any other provision.

22. MODIFICATION OF AGREEMENT

This Agreement may be amended or modified in writing as mutually agreed upon by FOS and Client.

23. NOTICE

Any "notice" and/or "notification" required to be given by either FOS or Client in connection with and/or under the terms of this Agreement shall be provided in writing and considered effective from the date of verified receipt. This verification can be accomplished by U.S. mail, postage prepaid, certified/registered mail, facsimile, electronic mail or by hand delivery to the applicable party's address and contact information as specified below:

FocusOne Solutions, LLC
13609 California Street
Omaha, NE 68154
Attention: Contracts

University Medical Center of Southern Nevada
1800 W. Charleston Boulevard
Las Vegas, NV 89102
Attention: Contracts Management

24. VALIDITY OF TERMS
If any term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

25. FORCE MAJEURE
FOS shall not be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control and including, without limitation, war, strikes, riots, acts of God, the elements, regulation of federal, state or local government or any agency thereof; however, FOS or its AP(s) shall be responsible for notifying Professionals of the expectation to report to work in event of a work stoppage/strike.

26. ENTIRE AGREEMENT/NO JURY
This Agreement supersedes all prior agreements and constitutes the entire agreement between FOS or its AP(s) and Client relative to the subject matter hereof (including without limitation, any purchase order issued by Client), and no other understanding which modifies the terms hereof shall be binding unless made in writing and signed by both FOS and Client, or as set forth on any timecard report signed by Client, which are hereby incorporated and made part of this Agreement. Handwritten revisions made to this Agreement, which are not initialed and dated by FOS, will be deemed to have been rejected. Intending to be legally bound, each party warrants that this Agreement is executed by their respective authorized representatives, inclusive of the total pages represented as constituting this document. The parties hereto waive any right to a trial by jury in any action or proceeding to enforce or defend any right under this Agreement, including counterclaims.

27. COUNTERPARTS
This Agreement may be executed simultaneously 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 and facsimile or electronic signature shall constitute original signatures.

28. ASSIGNABILITY
Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors, permitted assigns, heirs and personal or legal representatives. Notwithstanding the foregoing, FOS may assign this Agreement to its affiliates with written notice to Client. Any such assignee shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.

29. PUBLICITY
Neither Client nor FOS and its AP(s) shall cause to be published or disseminated any advertising materials; either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

30. BUDGET ACT AND FISCAL FUND OUT
In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Client for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Client agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th 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 the monies were appropriated.

31. TERM AND TERMINATION
The term of this Agreement is from July 1, 2021 through June 30, 2023, with one (1) year option to extend. In accordance with Joint Commission standards, contractual relationships should be reviewed at least annually and when there are significant changes to ensure that those relationships are within law and regulation and determine if conflicts of interest exist. Either party may terminate this Agreement by notifying the other party with sixty (60) days advance written notice.

FocusOne Solutions, LLC

Authorized Signature: Chris Ahl

Print Name: Chris Ahl

Title: Risk Manager

Date: 05/11/2021

University Medical Center of Southern Nevada

Authorized Signature: ______________________________

Print Name: ______________________________

Title: ______________________________

Date: ______________________________

ATTACHMENT A - RATE SCHEDULE
PROFESSIONALS

Position	Inclusive* Travel Hourly Bill Rate	Inclusive* Per Diem/Local Hourly Bill Rate	Inclusive* COVID Travel Hourly Bill Rate
NURSING BILL RATES			
** Inclusive rates include hourly employee bill rate, cost for housing, per diem, travel and any expenses associated with the placement of Professional*			
Certified Nursing Assistant	$40.00	$34.00	
LPN: includes all specialties	$54.00	$48.00	
Sterile Processing Tech	$53.00	$47.00	
OR/Surgical Tech	$55.00	$49.00	
CVOR Tech	$60.00	$54.00	
RN Non-Specialty: Medical Surgical	$72.00	$66.00	$165.00
RN Specialty I: ER, OR, PACU, ICU, CCU, L&D, Post-Partum, Behavioral/Psych, Telemetry, Pediatrics	$74.00	$68.00	$180.00
RN Specialty II: Trauma/Trauma ICU, CVICU, CVOR, Dialysis	$74.00	$68.00	
RN Specialty III: PICU, NICU	$79.00	$73.00	$180.00
RN Specialty IV: Cath Lab, Interventional Radiology	$82.00	$76.00	$180.00
Charge RN above the all-inclusive rate	$5.00		
RN Direct Hire Placement Fee	No fee after 13-week assignment with minimum of 30 hours weekly. 15% of first year's compensation if direct hire.		
UTILIZATION MANAGEMENT			
Case Management/Utilization Review	$67.00	$61.00	
Social Worker	$67.00	$61.00	
MANAGEMENT/LEADERSHIP			
House Supervisor	$103.00	$97.00	
Clinical Nurse Supervisor	$112.00	$106.00	
Clinical Manager, Business Manager	$130.00	$124.00	
Multi-Department Manager	$136.00	$130.00	
Service Line Director	$146.00	$140.00	
Director of Nursing	$156.00	$150.00	
MID-LEVEL/PHYSICIAN BILL RATES			
Nurse Practitioner/Physician Assistant – Family Practice/Urgent Care/Occ Health/Adult	$107.00	$101.00	
Nurse Practitioner/Physician Assistant Specialties (Cardio, Psych, Int Med, Neuro, ER)	$115.00	$109.00	
Nurse Practitioner/Physician Assistant Neonatal/Pediatrics/PICU	$124.00	$118.00	
Nurse Practitioner/Physician Assistant Surgery (Ortho, Neuro, General)	$124.00	$118.00	
Nurse Practitioner/Physician Assistant CVT Surgery (Endoscopic Veins, etc.)	$131.00	$125.00	
CRNA	TBD		
Physician Direct Hire Placement Flat Fee	$25,000		
ALLIED HEALTH BILL RATES			
X-Ray Technologist	$71.00	$65.00	
CT Technologist	$75.00	$69.00	
MRI Technologist	$77.00	$71.00	
Mammographer	$76.00	$70.00	
Ultrasound Technologist	$80.00	$74.00	
Vascular Technologist	$80.00	$74.00	
Echo Technologist	$80.00	$74.00	

Cath Lab Technologist	$80.00	$74.00	
Special Procedures Technologist	$80.00	$74.00	
Respiratory Therapist	$66.00	$60.00	
EEG Technologist	$67.00	$61.00	
Registered Polysomnographer	$68.00	$62.00	
Dietitian	$63.00	$57.00	
Nuclear Medicine Technologist	$78.00	$72.00	
Radiation Therapist	$85.00	$79.00	
Physicist	$185.00	$179.00	
Dosimetrist	$122.00	$116.00	
Perfusionist	$147.00	$141.00	
Phlebotomist	$58.00	$52.00	
Medical Technologist / Medical Laboratory Technician	$67.00	$61.00	
Histotechnologist	$70.00	$64.00	
Cytotechnologist	$72.00	$66.00	
Pathology Assistant	$86.00	$80.00	
Physical Therapist	$72.00	$66.00	
Physical Therapy Assistant	$63.00	$57.00	
Occupational Therapist	$72.00	$66.00	
Certified Occupational Therapy Assistant	$63.00	$57.00	
Speech Therapist	$76.00	$70.00	
Pharmacist	$120.00	$114.00	
Pharmacy Technician	$56.00	$50.00	
Dialysis Tech	$61.00	$55.00	
EKG Technologist	$60.00	$54.00	
Allied Direct Hire Placement Fee	No fee after 13-week assignment with minimum of 30 hours weekly. 15% of first year's compensation if direct hire.		

UMC agrees to compensate FOS the COVID travel hourly rates specified herein, as applicable. Upon rescission by the State of Nevada of the COVID-19 Emergency Declaration (which took effect on March 12, 2020) or until the COVID case rates have dropped to minimal for patient safety and safe staffing as determined by UMC, FOS agrees to invoice UMC at the regular Travel and Per Diem rates.

Professional's Practices

Guarantee: 36 or 48 hours per week for twelve (12) hour shifts, or 40 hours per week for eight (8) to ten (10) hour shifts.

Workweek: Monday through Sunday

Orientation: Client will be billed for hours in the classroom and hours worked. Guaranteed hours will not apply during orientation.

Overtime Rates: Client will be billed $10.00/hour in addition to the hourly rate set forth above for Professionals for all standard hours worked more than forty (40) hours per week.

Rapid Response Rate: Defined as $5.00/hour in addition to the all-inclusive hourly bill rate and may be utilized for a staffing request that is hard-to-fill or requires a Professional's start date to be within two (2) weeks of offer acceptance. Client approval will be obtained prior to utilizing the Rapid Response Rate.

Crisis Response Rate: Defined as $10.00/hour in addition to the all-inclusive hourly bill rate and may be utilized for a staffing request in which fulfillment is critical to ensuring ongoing operations of that unit or department. Client approval will be obtained prior to utilizing the Crisis Response Rate.

On Call/Call Back Rate: A minimum of $8.00/hour to be placed on call, and $10.00/hour in addition to the hourly rate for all hours worked on Call Back (minimum of 2 hours). On Call must be pre-approved by the unit/department manager. Call Back shall reflect Client's policies and procedures. All Call Back hours shall be deducted from On Call hours and shall apply towards Guaranteed hours.

Holidays: Client will be billed $10.00/hour in addition to the inclusive hourly rate set forth above. Holiday rates apply from midnight to midnight on the following six (6) days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. When Professional's hours fall into overtime on a defined holiday, overtime rate will be billed.

Local Rate: Defined when Professional has permanent residence within a 50-mile radius of the facility.

Float: If needed, Critical Care (CC) RNs can float to Medical Surgical (MS) as "Helping Hands", and the same with MS RNs can float to CC as "Helping Hands". "Helping Hands" being defined as a Professional who is assigned to another unit as an extra resource, but will not be responsible for a patient assignment.

[Remainder of page left intentionally blank]

ATTACHMENT B – DOCUMENTATION REQUIREMENTS

PRESENTATION DOCUMENTS

- Up to date resume, work history or application.
- Completed Skills Assessment including Joint Commission required age-specific competencies.
- Two (2) References/Appraisals completed for work within the past two (2) years, of which one is completed by a manager or supervisor.
- On-line or Primary verification of Licensures and/or Certifications as required by position.

PLACEMENT PROTOCOLS/DOCUMENTS

- On-line verification of active Nevada state license (when applicable).
- On-line or primary verification of active certification, i.e., ARRT, RDMS, RRT, etc. – as required by position.
- Copy of CPR/BLS card (front and back) issued through the American Heart Association.
- Copy of other certifications, i.e., ACLS, PALS, TNCC, etc. (front and back) – as required by position. ACLS and PALS must be issued through the American Heart Association.
- Occupational Health Information:
  - Record of two (2) – MMR vaccinations or titer documentation for Rubeola, Mumps, and Rubella.
    - If negative titer, must have two (2) vaccines completed after titer result was reported.
  - Varicella documentation – positive titer or Chicken Pox Questionnaire or 2 vaccines.
  - Hepatitis B documentation (shown by proof of Hepatitis B vaccine series, HBSAB titer, or Declination form).
  - Two (2) PPD/TB test completed within a year of start date. Second PPD/TB must be performed within thirty (30) days of start date. If no TB previously on file, a true 2-step TB (7 days apart) must be done prior to start. If past positive PPD/TB, must provide past positive TB results or physician statement indicating past positive, baseline Chest X-Ray within one (1) year of start and UMC TB questionnaire within thirty (30) days of start date.
  - Negative results of 10-panel drug screen completed within ninety (90) days prior to start date. If drug screen is dilute, Professional must repeat drug screen within twenty-four (24) hours of original result being reported.
    - Drugs to be tested are: Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Metabolites, Marijuana Metabolites, Methadone, Opiates, Oxycodone, Phencyclidine, Propoxyphene, Alcohol, and Ethyl
  - Physician's statement of general physical health completed within a year of start.
  - Flu shot for current flu season or UMC specific flu declination form.
  - Tdap vaccine (documentation must include Lot#).
  - Coronavirus questionnaire or required proof of vaccination.
  - Respiratory Fit Test (to be conducted prior to start date by UMC Enterprise – 702-383-3660, call to schedule appointment).
- Results from criminal background check screen performed by PreCheck, Inc. within thirty (30) days prior to start. Level 1 General Staff Background Investigation for UMC should include: criminal background, sanction check, sex offender search, education verification for highest level of education, employment verification for two (2) most recent employers, positive identification and professional license verification.
- Nevada Criminal History Fingerprint Background conducted through the Central Repository for Nevada Records of Criminal History, an agency of the Nevada Department of Public Safety, Records and Technology Division.
- E-Verify documentation ran within 30 days of start confirming Professional's eligibility to work in the United States.
- Facility Required Documents:
  - FocusOne Solutions Assignment Confirmation Document
  - Copy of signed FocusOne Solutions job description for Professional's position type
  - Competency Assessment (skills checklist signed by Professional and Affiliate Provider representative)
  - UMC Application Form
  - UMC Non-Employee Information Security Agreement
  - UMC History Vaccine Record Form
  - UMC Confidentiality Agreement
  - UMC Criminal History Statement Form
  - UMC Fair Employment Law Acknowledgement
  - UMC on-line modules
  - UMC Orientation Checklist
  - Copy of Professional's Driver's License

ATTACHMENT C – LIST OF AFFILIATE PROVIDERS

[See next page]

FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
24-Hour Medical Staffing Services*	X	X	X	X	X			X	
24HourNurse Staffing	X								
3D Medical Staffing	X								
A1 Healthcare Staffing*	X								
AB Staffing Solutions*	X	X	X	X	X	X	X		
Access Healthcare*	X	X	X	X	X	X		X	
Accommodate Medical Staffing	X								
Accountable Healthcare Staffing*	X	X	X	X	X	X	X	X	
ACS Consultants	X	X	X	X	X				
Adex Healthcare Staffing*	X	X	X	X					
ADN Healthcare	X	X	X	X	X	X	X	X	
Advance Medical Staffing	X	X	X	X	X	X	X	X	
Advance Services (Non Clinical)	X	X	X	X	X	X	X	X	
Advanced Clinical Employment Staffing*	X								
Advantage Medical Professionals*	X								
Advantage Personnel (Non-Clinical)									
Advantis Medical Staffing (Non- Clinical)	X								
Aerotek	x	x	x	x	x				
AHS Staffing		x						X	
Alegiant Services*			X						
All About People Inc		X	X	X	X	X		X	
All Medical Personnel	X	X	X	X	X	X	X	X	
AllCare Medical Services* (non clinical)	X	X	X	X	X	X		X	
Alliance Medical Staffing	X	X	X	X	X				
Alliance Services		X	X	X	X				
Alliant Personnel Resources	X	X	X	X	X			X	
Alliant Staffing*	X	X	X	X	X				
Allied Resources Medical Staffing*	X								

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FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
AlphO Staffing Network*	X	X	X	X	X				
Alto Healthcare Staffing*	X	X	X	X	X	X	X	X	
American Business Personnel Services	X							X	
American Medical Staffing*	X	X	X	X	X	X			
American Traveler Staffing Professionals*	X	X	X	X	X			X	
AMG Healthcare Services	X	X	X	X	X	X	X	X	
AMN Healthcare*	X	X	X	X	X	X	X	X	X
Ampian Staffing	X	X	X	X	X				
AMT Medical Staffing	X		X						
Analysts International Corporation	X	X	X	X	X	X		X	
Analytics Medical Professionals	X	X	X	X	X	X	X	X	
Andeo Group (non clinical)	X	X	X	X	X	X			
Anders Group		X	X	X	X			X	
Anila Management*	X	X	X	X	X	X	X		
Apidel Technologies	X	X	X	X	X	X	X	X	
APN Healthcare Solutions	X	X	X	X	X			X	
Apolis	X								
Ardor Health Solutions		X	X	X	X			X	
Ascend National Healthcare Staffing*	X	X	X	X	X	X	X	X	
Ascendo Resources	X	X	X	X	X	X	X	X	
Assisting Hands Home Care Serving Ft. Worth									
Associated Staffing Inc	X	X	X	X	X				
Assured Nursing*	X	X	X	X	X				
Astrya Global	X	X	X	X	X	X	X	X	
ATC Healthcare Services	X	X	X	X					
Ateeca									
Atlas Med Staff*	X		X						
Atrium Staffing								X	

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
AtWork Personnel Services									
Augusta Staffing Associates	X	X	x	X	X				
Aureus Group*	X					X			
Aureus Nursing*	X								
Aureus Radiology*		X	X	X	X			X	
Aurstaff (Non-Clinical)									
Ava Search Group	X						X		
Avant Healthcare Professionals*	X		X	X	X				X
Aventure Staffing & Professional Services (non-clinical)	X	X	X	X	X				
AWM Staffing	X	X	X	X	X				
Axion Healthcare*	X	X	X	X	X				
Axis Medical Staffing*	X	X	X	X	X			X	
Aya Healthcare*	X		X	X					
Beacon Hill Staffing (IT)									
Bestica	X						X	X	
Bird in The Hand Staffing	X								
Blue Water Staffing*	X	X	X	X	X	X	X	X	
Bolt Staffing Service									
Cambay Consulting	X	X	X	X	X	X		X	
Capital Staffing Solutions	X	X	X	X	X	X		X	
Capstone Personnel Services*	X	X	X	X	X	X			
Care Staff Partners	X	X	X	x	x	X			
Care Staffing Solutions*	X								
Care Team Solutions	X	X	X	X	X				
Careerstaff Unlimited*	X	X	X	X	X			X	
CareNational		X	X	X	X				
Carlant Health Partners*	X		X						
CBS Staffing	X	X	X	X	X			X	

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Celebrity Staff (Non-Clinical)									
Cell Staff	X	X	X	X					
Centra Healthcare Solutions			X						
Century Health Staffing Services*	X		X						
Client Resources (IT)									
Clinistic	X	X	X	X	X	X	X	X	
Clover Health Services LLC	X	X	X	X	X	X			
Collabera Inc	X	X	X	X	X				
Compassionate Care Unlimited	X								
CompHealth Medical Staffing*	X	X	X	X	X		X	X	
Complete Staffing Solutions	X	X	X	X	X	X	X	X	
Compu-Vision Consulting									
Concentric Healthcare Staffing*	X	X	X	X	X	X	X	X	
Conexus Medstaff									X
Connected Health Care	X	X	X	X	X	X	X	X	
Continuum Medical Staffing	X	X	X	X	X		X	X	
Converdia Health Staffing	X	X	X	X	X	X	X	X	
Convergence Medical Staffing	x	x	x	x	x				
Core Medical Group*	X	X	X	X	X			X	
CORE Staffing*	X	X	X	X	X			X	
Critical Access Network	X	X	X	X	X				
Critical Access Vital Connections	X	X	X	X	X	X			
Critical Connection									
Cross Country Staffing*	X	X	X	X	X			X	
CrossMed Healthcare Staffing Solutions*	X	X	X	X	X	X	X	X	
CuraMed Staffing*	X	X	X	X	X			X	
Cynet Health	X	X	X	X	X	X	X	X	
DayOne Staffing							X		

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Deacon Recruiting	X	X	X	X	X			X	
Delta Flex Partners	X	X	X	X	X				
Delta Personnel Inc			X						
Destination Travelcare*	X	X	X	X	X				
DirectShifts	X	X	X	X	X	X	X	X	
Diskriter Inc (non clinical)	X								
Diversified Enterprises	X								
DrWanted	X								
DTN Staffing	X								
Edge Recruitment Solutions	X	X	X	X	X	X	X	X	
EdgeRock Technologies (IT)	X					X		X	
Elite Nurses	X	X	X	X	X				
Elite Specialty Staffing	X	X	X	X	X				
Elitecare Medical Staffing*	X								
Emerald City Medical Staffing*	X								
Emerald Health Services*	X	X	X	X					
Eminent Consulting and Staffing	X	X	X	X	X	X	X	X	
Enterprise Medical Staffing Agency*	X	X	X	X	X				
Essential Personnel	X	X	X	X	X	X		X	
Ethika Group*	X	X	X	X	X	X			
Ethos Medical Staffing*	X	X	X	X	X	X	X		
Express Employment Professionals - Beaumont TX (non-clinical)	X		X	X			X		
Express Employment Professionals - Cedar Falls (Non-Clinical)	X	X	X	X	X	X	X	X	
Express Employment Professionals - Cedar Rapids (Non-Clinical)									
Express Employment Professionals - Omaha (Non-Clinical)									
Express Employment Professions (non-clinical)									
Express Services - WV		X	X	X	X				
Express Services dba Express Healthcare Professionals*	X	X	X	X	X	X			

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	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Exquisite Staffing Solutions	X	X	X	X	X				
Fastaff, LLC*	X								
Fastnet Software International	X	X	X	X	X	X	X		
Favorite Healthcare Staffing*	X								
Fidelity On Call*	X	X	X	X	X	X		X	
First Promise Care Services									
Fitzgerald Enterprises	X	X	X	X	X				
Flexcare Solutions	X								
Flexcare, LLC *				X					
FlexRN*	X			X				X	
Florida Medical Staffing*	X								
Focus Staff Services*	X	X	X	X	X				
Fortus Group Travel	X	X	X	X	X			X	
Foundation Medical Staffing*	X								
Freedom Healthcare Staffing*									
Fusion Medical Staffing*	X								
General Healthcare Resources	X	X	X	X	X				
Genie Healthcare	X		X	X	X			X	
GenMed	X	X	X	X	X			X	
GetMed Staffing*	X								
Gifted Nurses, LLC*						X			
GLC On The Go	X								
Global Healthcare Group	X		X					X	
Global Personnel Services		X	X	X	X				
Go Healthcare Staffing*	X								
GreenStaff Medical Staffing	X	X	X	X	X			X	
Guardian Healthcare Providers	X	X	X	X	X	X			
Guardian HealthStaff (non clinical)	X								

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Hamilton Staffing solutions	X	X	X	X	X	X	X	X	
Harrison Ventures									
HCL Global Systems	X	X	X	X	X	X	X	X	
Health Care Pros*		X							
Health Career Associates	X								
Health Carousel Travel Network*	X	X	X	X	X	X	X	X	
Health Providers Choice*	X								
Health Specialists	X	X	X	X	X				
Health Staff Source	X			X					
Healthcare Employment Partners	X	X	X	X	X				
Healthcare Resources Group of GA*	X	X	X	X	x	X			
Healthcare Staffing	X	X	X	X	X	X	X	X	
Healthcare Support Staffing	X	X	X	X	X	X	X	X	
HealthLinx Executive Search									
HealthTECH Resources		X	X	X	X				
Heartland Staffing Solutions		X	X	X	X	X			
Highland Medical Group*	X	X	X	X	X	X			
Hospitality & Environmental Labor Partners	X	X	X	X	X	X		X	
Host Healthcare*	X	X	X	X	X	X		X	
Hudson Staffing			X	X					
Huffmaster Crisis Response	X		X			X	X	X	
HumanEdge	X	X	X	X	X	X	X		
ICONMA	X						X	X	
Ideal Personnel Services	X	X	X	X	X	X	X	X	
iLocatum Recruiting	X	X	X	X	X	X	X	X	
Immediate Nurse Care Staffing	X	X	X	X	X	X	X	X	
Impresiv Health	X								
InfiCare Health	X	X	X	X	X	X			

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Infinity MedStaff (non clinical)	X	X	X	X	X	X	X	X	
Infojini		X	X	X	X	X		X	
InfoNERO Inc	X	X	X	X	X	X	X	X	
Innovent Global			X						
Insight Global	X	X	X	X	X	X	X	X	
Insurance Staffers									
Insync Consulting Services (Technology)									
Integrated Healthcare Solutions*									
Integrated Resources*	X	X	X	X	X	X		X	
IntellaPro	X	X	X	X	X	X	X	X	
Interim Healthcare of Downstate IL	X	X	X	X	X	X	X	X	
Interim Healthcare of Indianapolis	X								
Interim Healthcare Services of Joliet	X								
Inverted Healthcare Staffing of Florida*	X	X	X	X	X	X			
Jackson Nurse Professionals*									
Jackson Pharmacy Professionals	X								
Jackson Therapy Partners*								X	
Jepsen Investments	X	X		X	X	X		X	
Junxion Med Staffing*	X	X	X	X	X				
K.A. Recruiting	X	X	X	X	X				
KPG Healthcare*	X	X	X	X	X	X	X	X	
Kupplin Worldwide	X	X	X	X	X	X	X	x	
LanceSoft (non clinical)	X	X	X	X	X	X	X	X	
Level One Personnel	X	X	X	X	X	X	X	X	
Liquid Agents*					X				
Locorum Healthcare Staffing	X	X		X					
Loyal Source	X	X	X	X	X				
LRS Healthcare	X	X	X	X	X			X	

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Luttrell Staffing Group	X				X				
Lux Travel Nurses	X	X	X	X	X	X	X	X	
Lyle Health	X	X	X	X	X	X			
Magnet Medical	X	X	X	X	X	X			
Managed Staffing (non clinical)	X						X		
Management Registry*	X	X	X	X	X	X	X	X	
Marvel Medical Staffing*	X	X	X	X	X	X		X	
MAS Medical Staffing									
Maxim Healthcare Services*	X		X	X	X	X	X	X	
McCall & Lee	X	X	X	X	X	X	X	X	
Med-Call Healthcare	X	X	X	X	X			X	
Medcall NorthWest	X								
Medely*	X	X	X	X	X	X		X	
Mediant Health Resources (IT)	X	X	X	X	X				
Medical Edge Recruitment (non clinical)	X	X	X	X	X	X	X	X	
Medical Search International	X	X	X	X	X	X	X		
Medical Searches		X	X	X	X	X		X	
Medical Solutions*	X	X	X	X	X	X			
Medical Staffing Solutions, LLC*	X	X	X	X	X	X	X	X	
Medix Staffing Solutions	X	X	X	X	X			X	
Medpro Staffing*	X	X	X	X					
MedSource Travelers*	X	X	X	X	X			X	
MedUS Travelers*	X	X	X	X					
Medworks Staffing	X	X	X	X	X	X		X	
Milestone Staffing	X	X	X	X	X	X		X	
Millenia Medical Staffing	X								
Mind Shift	X	X	X	X	X			X	
Mission Search International, Inc									

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
MNA Healthcare	X	X	X				X		
Modis (IT)									
Montana Nursing Company	X								
National Staffing Solutions*	X								
Nationwide Therapy Group (non clinical)	X	X	X	X	X				
Next Move	X	X	X	X	X	X		X	
NEXTAFF	X	X	X	X	X	X	X	X	
Nightingale Nurses*	X	X	X	X	X	X	X		
Noll Healthcare Network	X	X	X	X					
Nomad Nurses									
North Health Professional	X	X	X	X	X				
Novia Solutions	X								
Nurse First Travel Agency	X	X	X	X	X	X	X		
NURSEFirst	X	X	X	X	X				
Nurses First Solutions	X	X	X	X	X	X			
Nurses PRN*	X	X	X	X	x				
O.R. Staffing Solutions*	X	X	X	X	X				
Omni Staffing Services*	X								
On Call Staffing Agency	X	X	X	X	X	X	X	X	
OnDeck Recruiting	X	X	X	X	X				
OneCall Rehab*	X	X	X	X	X		X		
Onestaff Medical*	X	X	X	X	X	X	X		
OnPoint Healthcare Solutions (nonclinical)									
Opusing (non-clinical)	X			X					
OR Nurses Nationwide*	X	X	X	X	X	X	X	X	
Pace Medical Staffing	X	X	X	X	X	X			
Palm Health Resources	X	X	X	X	X	X	X	X	
Pamelas List	X								

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Paragon Employment Solutions (IT)									
Pathfinders Health Search	X	X	X	X	X	X	X	X	
Peoplelink Staffing Solutions	X					X			
PeopleReady									
Perm Med Solutions	X	X	X	X	X	X			
Phoenix Medical Group	X								
Pinnacle Staffing solutions	X	X	X	X	X	X			
Pinnacle Technology	X	X	X	X	X	X	X	X	
Placement Ready	X	X	X	X	X				
Plains Medical Staffing	X	X	X	X					
Planet Healthcare	X								
Platinum Nursing	X								
Pluto Healthcare Staffing	X	X	X	X	X	X		X	
Precess Medical Derivatives		X	X	X	X				
Precise Specialties Corporation	X	X	X	X	X	X			
Preferred Healthcare Registry	X	X	X	X	X	X	X	X	
Premier Healthcare Professionals*		X	X	X	X	X	X	X	
Premier Medical Staffing Services	X	X	X	X					
Premier Physician Services	X	X	X	X	X	X	X	X	
Premier Staffing Fremont LLC	X	X	X	X	X				
Prestige Travel Nurses	X	X	X	X	X				
Prime Choice Healthcare*	X	X	X	X	X	X	X	X	
Prime Healthcare Staffing*	X	X	X	X	X	X	X	X	
Prime Time Healthcare			X						
Priority Inc	X	X	X	X	X				
PRN Staffing	X					X			
Pro Med Healthcare Services*	X	X	X	X	X				
Pro Nurse	X							X	

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Procare USA*							X		
Professional Nursing Service	X	X	X	X	X			X	
Prokatchers	X	X	X	X	X	X	X	X	
Prolink Healthcare	X	X	X	X	X			X	
Prominent Medical Staffing	X								
ProSource LLC	X	X	X	X	X				
ProTherapy Staffing	X	X	X	X	X	X	X		
Protocol Agency Inc*			X						
ProTouch Staffing*	X	X	X	X	X				
Provenir LLC*	X		X						
Providence Health Care Staffing	X	X	X	X	X	X	X	X	
PT Solutions	X	X			X	X		X	
Pulmonary Exchange			X						
Pulse Clinical (IT)	X	X	X	X	X			X	
QCI Staffing	X	X	X	X	X	X	X	X	
Quantum Advantage Inc	X								
Quest Healthcare Solutions	X	X	X	X	X	X			
R Visions									
RadGov									
Radiant Systems									
Radius Staffing Solutions						X			
Randstad Healthcare*	X	X	X	X	X			X	
RCM Health Care Services*	X	X	X	X	X	X		X	
Recruitment Strategies	X	X	X	X	X	X	X	X	
RehabAbilities	X	X	X	X	X	X	X	X	
Reliable Network Staffing		X	X	X	X	X			
Remede Consulting Group*	X								
Remedy Intelligent Staffing		X	X	X	X				

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Republic Health Resources	X	X	X	X	X			X	
Rhino Medical Services	X	X	X	X	X	X	X	X	
RMV Workforce Corp	X	X	X	X	X	X	X	X	
RN Network*						X	X	X	
Rock Medical Group	X		X	X	X			X	
Rove Staffing	X	X	X	X	X				
RPH on the Go*	X	X	X	X	X				
RTG Medical*								X	
Samiti Technology Inc(Non Clinical)	X	X	X	X	X			X	
Santoro CDI Staffing									
Saratoga Medical Center	X	X	X	X	X	X	X	X	
Saunders Staffing	X	X	X	X	X	X	X	X	
SBG Healthcare							X		
Sedona Staffing Services	X	X	X	X	X	X		X	
Select Temporairies									
Sharp Medical Staffing	X	X	X	X					
Shore Staffing	X	X	X	X	X			X	
Short Staffed Inc	X	X	X	X	X	X	X	X	
Signature Healthcare	X								
Siri InfoSolutions Inc							X		
SkyBridge Resources	X	X	X	X	X	X	X		
Skyline Med Staff	X	X	X	X	X	X	X	X	
Smarter Healthcare Partners	X	X	X	X	X	X			
Soliant Health*	X	X	X	X	X			X	
Solomon Page Group	X								
SophLogic Global		X							
SOS Healthcare Staffing*	X	X	X	X	X	X	X	X	
Source Medical Staffing	X	X	X	X	X				

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Specialty Government Services		X	X	X	X				
Spectrum Healthcare Services	X	X	X	X	X		X	X	
Spherion Staffing	X	X	X	X	X				
Springboard Staffing*									
SquadBuilders*	X	X	X	X	X			X	
Stability Healthcare*	X	X	X	X	X			X	
Staff America	X								
Staff Care							X		
Staff Plus	X								
StaffDNA	X	X	X	X	X	X		X	
StaffHealth	X	X	X	X	X	X	X	X	
Staffing First	X	X	X	X	X				
Staffing Medical USA*	X	X	X	X	X	X			
Standby Staffing (IT)	X			X					
Star Nursing Inc*	X	X	X	X	X	X			
Stat Staffing/Torch Staffing	X	X	X	X	X	X	X	X	
Stay in Home Care	X								
STL Office Solutions	X								
Stonebridge Healthcare Staffing Services	X	X	X	X	X	X	X	X	
Summit Medical Staffing*	X	X	X	X	X				
Sumo Medical Staffing							X		
Sunbelt Staffing Solutions*	X	X	X	X	X	X	X	X	
Supplemental Health Care*	X	X	X	X	X	X		X	
SVAM International	X	X	X	X	X	X	X	X	
Swift Strategic Solutions	X	X	X	X	X	X	X	X	
Synergy Medical Staffing	X	X	X	X	X	X		X	
Synergy Staffing	X								
Tact Corporation of NYC*		X	X	X				X	

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Taj Technologies (Non-Clinical)	X	X	X	X	X			X	
Talemed*									
Talent Hire Consulting	X	X	X	X	X	X	X	X	
Team Locums							X		
Team Staffing Network	X	X	X	X	X				
Techforce3		X	X	X	X	X			
Teksystems - IN (IT)									
TEKsystems - SD (IT)									
Tekwave, LLC	X								
Temp Associates (Non-Clinical)									
Thaxton Interim Leadership	X	X	X	X	X			X	
The EAC Agency	X	X	X	X	X	X	X	X	
The Healthcare Initiative	X	X	X	X	X				
The Moriarty Group		X	X	X	X	X			
The Newell Group	X	X	X	X	X				
The Nurse Agency*	X	X	X	X	X	X	X	X	
The Right Solutions*	X	X	X	X	X				
The Staffing Firm	X								
Therapia Staffing	X	X	X	X	X	X			
Therapy Staff			X						
Titan Medical Group*		X	X	X	X			X	
Titan Nurse Staffing*	X	X	X	X	X				
TLC Travel Staff*	X	X	X	X	X	X		X	
TotalMed Staffing*	X	X	X	X	X			X	
Travel Nurse Across America*	X		X	X	X				
Travelmed USA*	X	X	X	X	X				
Treva Corporation	X	X	X	X	X	X	X	X	
Triage, LLC*	X								

*** Joint Commission certified**

FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
TriCom Technical Services (IT)	X	X	X	X	X	X	X		
Tri-State Nursing									
Trustaff Travel Nursing*	X								
Trusted Health*	X	X	X	X	X			X	
Trusted Nurse Staffing	X								
TT Enterprises One Stop Staffing Solutions	X	X	X	X	X	X		X	
Ultimate Care	X	X	X	X	X	X			
United Anesthesia Associates						X			
United Staffing Solutions	X	X	X	X	X				
Valley Medical Staffing*	X	X	X	X	X	X			
Venteon									
Ventura MedStaff*	X	X		X			X		
Vero RN LLC*	X	X	X	X	X	X			
Vertex Staffing									
Vibrus Group	X	X	X	X	X	X	X	X	
Vish Consulting Services		X	X	X	X				
Vision Employment Group	X	X	X	X	X	X	X	X	
Voyage Healthcare*			X						
vTech Solution (IT)	X	X	X	X	X			X	
Wayne Staffing*	X	X	X	X	X				
WelcomeTech/SignatureStaff	X	X	X	X	X	X		X	
Wellspring Nurse Source*	X	X	X	X	X			X	
Westways Staffing Services*	X	X	X	X	X				
WSI Personnel Services		X			X				
Zack Group*									

*** Joint Commission certified**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	FocusOne Solutions, LLC	
(Include d.b.a., if applicable)		
Street Address:	13609 California Street, Suite 500	**Website: www.focusonesolutions.com**
City, State and Zip Code:	Omaha, NE 68154	**POC Name: Amanda Hileman** **Email: ahileman@focusonesolutions.com**
Telephone No:	402-704-1125	**Fax No:**
Nevada Local Street Address: **(If different from above)**	1120 Almond Tree Ln, Unit 106	**Website: www.focusonesolutions.com**
City, State and Zip Code:	Las Vegas, NV 89104	**Local Fax No:**
Local Telephone No:	800-856-6574	**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Chris Ahl	Chris Ahl
Signature	Print Name
Risk Manager	05/11/2021
Title	Date

REVISED 7/25/2014

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

Issue:	**Lease Agreement with METEJEMEI, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with METEJEMEI, LLC for rentable space for the UMC Quick Care and Primary Care at 5860 Losee Road; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000739000 (QC) & 3000739500 (PC)
Funded Pgm. /Grant: N/A
Description: Aliante QC/PC Lease
Bid/RFP/CBE: N/A
Term: Ten (10) years from Lease Commencement Date with two 5-year renewal options
Amount: $9,233,453

Out Clause: Without cause at month 60 upon payment of early termination fee; Budget Act and Fiscal Fund Out clause

BACKGROUND:

This request is to approve a new Lease Agreement with METEJEMEI, LLC (Landlord) to lease approximately 9,600 sq. ft. of rentable space for UMC's Quick Care and Primary Care located at 5860 Losee Road, North Las Vegas, Nevada 89081.

Landlord will provide construction improvements as depicted in Exhibit B of the Agreement and will comply with all governmental statutes, ordinances, rules and regulations applicable to the construction work, including, without limitation, prevailing wage requirements as set forth in NRS Chapter 338. Landlord's construction contribution is anticipated to be $520,500. For construction costs, UMC shall contribute to a construction control fund plus the cost of any Change Orders as requested by UMC in a total additional amount not to exceed (NTE) $2,200,000. UMC's contribution shall not be distributed unless and until the Landlord's construction contribution has been paid in full.

UMC will receive free rent for the first three (3) months of the Lease Term, a savings of approximately $50,400. The monthly rent resumes at $16,800 per month in month four (4), plus adjustments (taxes,

Cleared for Agenda
May 19, 2021

Agenda Item #
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insurances and common area maintenance charges) for the first year. UMC's adjustments composed of taxes, insurance, CAM and maintenance charges shall not exceed $0.54 per square foot, per month, for the first Lease year. For each anniversary of the Lease Term, such amount shall not increase by more than 3% from the preceding year.

The Lease Term is for ten (10) years effective on the Lease Commencement Date with the option to renew for two (2), five (5)-year periods. UMC has a one-time option to terminate the Lease without cause at month 60 by paying an early termination fee of $100,000.

UMC's Executive Director for Ambulatory Care & Medical Staff Services has reviewed and recommends approval of this Lease Agreement. UMC's Office of General Counsel has approved the Lease Agreement as to form.

Landlord is currently in the process of applying for a Business License.

LEASE AGREEMENT

BY AND BETWEEN

METEJEMEI, LLC
3411 Las Vegas Blvd., South
Las Vegas, NV 89109

("LANDLORD")

AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
("TENANT")

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THOMAS ELARDI T.E.

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the 15th day of June, 2021, by and between METEJEMEI, LLC, a Nevada limited liability company ("Landlord"), and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 ("Tenant").

WHEREAS, Landlord desires to lease certain space to Tenant, as more fully set forth herein, and Tenant desires to take and lease such space from Landlord, which space is more fully described below ("Premises"); and

WHEREAS, the Premises are situated within certain improvements located on certain real property, which property and improvements are referred to herein as the "Shopping Center," which Shopping Center is depicted on the plan attached hereto or made a part hereof as Exhibit "A" ("Site Plan").

NOW THEREFORE, for and in consideration of the rents reserved hereunder and the terms and conditions hereof, Landlord hereby rents, demises and leases to Tenant, and Tenant takes and leases from Landlord, the Premises upon the following terms and conditions:

1 - BASIC LEASE TERMS

1.1 **Basic Lease Provisions and Enumeration of Exhibits:**

a. Date

June 15, 2021

b. Landlord

METEJEMEI, LLC

c. Notice Address of Landlord

3411 Las Vegas Blvd., South
Las Vegas, NV 89109
Attn: Mr. Thomas Elardi

702–737-3500 - phone

d. Tenant (including form of entity)

University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450

e. Notice Address of Tenant

UMC
1800 W. Charleston Blvd
Las Vegas, NV 89102
Attn: Materials Management

THOMAS ELARDI T.E.

f. Tenant's Trade Name

University Medical Center; UMC; UMC Quick Care; UMC Primary Care

g. Leased Premises

Approximately ± 9600 square feet in the Shopping Center, as identified on the Site Plan, with a physical address of 5860 Losee Rd., North Las Vegas, Nevada, 89081.

h. Lease Term and Renewal Option(s)

Commencing on the Lease Commencement Date and expiring ten (10) years after the Monthly Base Rent Commencement Date, with two (2) option periods of five (5) years each ("Renewal Term").

i. Lease Commencement Date

The date Tenant may take possession of the Premises pursuant to Landlord's notice, as set forth in Section 3.1(a) below.

j. Monthly Base Rent Commencement Date.

Thirty (30) days after the Lease Commencement Date pursuant to the provisions of Section 3.1(a) below.

k. Landlord Work Cost.

1.10 Landlord shall be solely responsible for cost of Landlord's Work (defined in Section 3.2.a below) in an amount up to Five Hundred Twenty Thousand and Five Hundred dollars ($520,500.00). The cost of Landlord's Work shall not include nor used by Tenant for furniture, fixtures (those items not included in Tenant's drawings) and/ or equipment, such responsibility and associated costs shall be Tenant's. Tenant shall be responsible for the additional cost of Landlord's Work in excess of $520,500.00 and only after Landlord's expenditure of $520,500.00. Tenant's responsibility is estimated to be Two Million One Hundred Thousand dollars ($2,100,000.00) but in no event shall such additional cost which is the responsibility of Tenant exceed Two Million Two Hundred Thousand dollars ($2,200,000.00). Tenant and Landlord shall deposit their contribution with Nevada Construction Services as a condition to and prior to the commencement of construction of Landlord's Work, pursuant to the terms of a disbursement agreement, substantially in the form attached as Exhibit "B-1". Should Landlord's Work remain unfinished upon the full and complete disbursement of Tenant's responsibility of $2,100,000.00, Landlord shall be fully and financially responsible for completion of Landlord's Work subject to the conditions set forth in this Lease. Notwithstanding the preceding, Tenant shall be entitled to the return of any monies remaining on deposit with Nevada Construction Services upon completion of Landlord's Work. Landlord agrees to reasonably work with Tenant to value engineer Landlord's Work provided such does not result in any additional cost to Landlord and does not delay construction of Landlord's Work. In the event Landlord and Tenant determine prior to commencement of construction of Landlord's Work based (on final approved construction drawings) that the cost of Landlord's Work shall exceed the combined total of the Landlord Contribution and the Tenant Contribution, Landlord or Tenant shall have the right to terminate this Lease prior to commencement of construction of Landlord's Work by written notice to the other party. After reasonable attempts by Tenant and Landlord to value engineer, any Tenant change orders that would increase Landlord's Work cost beyond the scope of the agreed plans as depicted on the attached Exhibit B, shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications that must be pre-approved by Landlord and Tenant in writing.

THOMAS ELARDI T.E.

l. Monthly Base Rent

The total amount of each monthly monetary payment made by Tenant to Landlord (the "Monthly Base Rent") during the Lease Term. Subject to Section 1.1(w) herein, the Monthly Base Rent payment schedule is as follows:

MONTH	RENT SQ/FT	MONTHLY BASE RENT
1-3	-Abatement	-
4-12	$1.75	$16,800
13-24	$1.80	$17,280
25-36	$1.86	$17,856
37-48	$ 1.91	$18,336
49-60	$1.97	$18,912
61-72	$2.03	$19,488
73-84	$2.09	$20,064
85-96	$2.15	$20,640
97-108	$2.22	$21,312
109-120	$2.28	$21,888

Subject to Section 4.02, Tenant shall pay to Landlord, when due, and as of the Monthly Base Rent Commencement Date, all other sums and payments required herein, which shall include, but is not limited to: (a) Real Property taxes; (b) insurance premiums; (c) Common Area Maintenance Charges and Operating Costs; and (d) maintenance, repairs and alterations. Tenant's Additional Rent shall be currently calculated at the rate of Fifty-four Cents ($0.54) per square foot and of which amount shall not be exceeded during the initial Lease Year. For each subsequent Lease Year, such amount shall not increase by more than three percent (3%) from the preceding Lease Year.

The term "Lease Year" shall mean each successive period of twelve (12) consecutive calendar months, commencing on the Monthly Base Rent Commencement Date. Should the Monthly Base Rent Commencement occur on a date other than the first day of a calendar month, then the first Lease Year shall consist of the partial month during which such Commencement Date occurred, together with the next succeeding twelve (12) calendar months. Tenant shall pay its first month's Monthly Base Rent upon execution of this Lease.

m. Renewal Term Rents

Landlord and Tenant agree that the Monthly Base Rent for a Renewal Term as set forth in Section 1.1(h) shall be determined by the fair market value at such time of renewal.

n. Permitted Uses

Tenant shall use the Premises primarily as a UMC Quick Care and Primary Care Facility (medical and administrative offices) and subject to all applicable laws and the restrictions set forth in the CC&R's.

o. Exclusive Use

For so long as the Premises is open and operating by Tenant and Tenant is not in default of this Lease, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Project (including any expansion thereof) to any entity whose primary, secondary, or ancillary business is a primary care, general or urgent pediatrics and convenient care or urgent medical care facility treating walk-in patients for episodic care. Any exclusive use given to Tenant herein shall not apply to any existing tenants already open for business. Tenant shall not violate any existing exclusive use provided for in the Declaration (defined below). Notwithstanding the preceding, Landlord does not have actual knowledge of

THOMAS ELARDI T.E.

any existing tenant with exclusive rights which could interfere with Tenant's planned operations and rights pursuant to this Section 1.1o.

p. Security Deposit

None.

q. Guarantor

None.

r. Address of Guarantor

N/A.

s. Tenant's Broker

Larry Singer
Newmark Knight Frank
3030 Howard Hughes Pkwy., Suite 180
Las Vegas, NV 89169

t. Landlord's Broker

Douglas Crook
650 S. Main Street
Las Vegas, NV 89101

u. Tenant's Minimum Operating Hours

As determined by Tenant.

v. Signage

Subject to the terms and conditions of Landlord's Sign Criteria (Exhibit "E"), Tenant shall place a building sign on the front building façade at Tenant's sole expense. Landlord has approved an image of the Tenant's proposed building sign which is attached hereto as Exhibit "E-1." Tenant shall be allotted space on the Shopping Center pylon sign at Landlord's sole expense.

w. Tenant's Budgetary Limits and Fiscal Fund Out

This provision shall apply to this Lease and shall take precedence over any conflicting terms and conditions, and shall limit Tenant's financial responsibility. The Tenant, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which requires Tenant to budget annually for its expenses and which prohibit Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All Tenant's financial obligations under this Lease are subject to those statutory requirements, and the following two (2) paragraphs below (hereinafter the "Fund Out Clause").

Notwithstanding the monetary obligations of this Lease, the total amount of Tenant's payment obligations hereunder for any fiscal year shall not exceed those monies appropriated and approved by Tenant for the then current fiscal year under the Local Government Budget Act. Tenant reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and Tenant's using department or General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.

Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and Tenant's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in

THOMAS ELARDI T.E.

which the Tenant's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts due.

x. Parking

Landlord shall permit Tenant to place signage on poles along with painted curbs and striping, on 4 reserved parking spaces for providers and 6 parking spaces in the location identified on the Site Plan attached hereto as Exhibit "A-1." The Premises shall include at least two (2) designated parking spaces with nearby curb cuts and ramp for the use of persons with disability placards or license plates near the main entrance to the Premises.

1.2 **Significance of Basic Lease Provisions:**

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 shall be deemed and construed to incorporate all the terms provided under each such Basic Lease Provision; provided, that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of those Basic Lease Provisions.

1.3 **Enumeration of Exhibits:**

The exhibits enumerated in this Section and attached to this Lease are incorporated herein by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligations on its part stated in any and all such Exhibits:

Exhibit A	Site Plan for the Shopping Center
Exhibit A-1	Parking
Exhibit B	Description of Landlord's Work
Exhibit B-1	Construction Control Fund Agreement (as applicable)
Exhibit C	Demising Plan of Premises (which shall establish the floor area contained therein, sometimes herein referred to as "Floor Area.")
Exhibit D	Tenant Estoppel Letter
Exhibit E	Sign Criteria
Exhibit E-1	Tenant's Approved Building Sign
Exhibit F	Restrictions on Use

THOMAS ELARDI T.E.

2 - PREMISES

2.1 Shopping Center:

The Shopping Center and Premises are depicted on the Site Plan attached hereto as "Exhibit A." Tenant shall only have such rights in and to the Shopping Center as are specifically set forth herein. The Premises shall not be relocated nor shall Tenant be subject during the term of the Lease to a relocation to any building or structure other than the Premises.

2.2 Premises and Demise:

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Section 1.1 and generally depicted by cross hatching or marking on the Site Plan. The Premises are also depicted in the Demising Plan of Premises attached hereto and made a part hereof as Exhibit "C."

2.3 Reserved to Landlord:

Landlord reserves the use of the exterior walls (other than store fronts), demising walls, and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center. Further, Landlord has the right to use the land below and the area above the Premises in any manner which does not materially interfere with Tenant's use of the Premises.

2.4 Exclusive Use:

Landlord represents, warrants, and covenants that from and after the Effective Date through the termination of this Lease, neither Landlord nor any Landlord Affiliate, successor or assigns, will lease any space in the Shopping Center (except the Premises hereby demised) as the same may now exist or as now being reconstructed or as enlarged or altered at any time in the future, or permit the use or occupancy of any such space, whether at wholesale or at retail, to any tenant or other occupant which would violate Tenant's exclusive use under Section 1.1(o).

3 - TERM-LANDLORD AND TENANT'S WORK

3.1 Lease Term:

a. Lease Commencement Date and Monthly Base Rent Commencement Date.

This Lease shall be for the term set forth in Section 1.1(h) above ("Term" or "Lease Term"). The Monthly Base Rent Commencement Date shall commence upon the issuance of a valid Certificate of Occupancy for the Premises issued by the Clark County Department of Building and Fire Prevention. Landlord will provide Tenant written notice of the issuance of the Certificate of Occupancy, which notice shall also set forth the date Tenant may take possession of the Premises. The terms and conditions of this Lease shall apply, and this Lease shall constitute a binding agreement between Landlord and Tenant, from and after the date set forth in Section 1.1(a). The Lease Term shall commence on the Lease Commencement Date and shall terminate at midnight on the last day of the Lease Term; provided that, Tenant's rental obligations and all other monetary obligations under this Lease shall commence as of the date set forth in Section 1.1(j) ("Monthly Base Rent Commencement Date").

b. Renewal Option(s)

So long as Tenant is not in default of this Lease at the expiration of the Lease Term or any Renewal Term, or at the time of giving any notice of election to renew this Lease, Tenant shall have the right to extend the Lease Term for up to the number of Renewal Terms as set forth in Section 1.1(h). It shall be a condition of Tenant's right to exercise any subsequent Renewal Term that Tenant shall have duly

THOMAS ELARDI T.E.

exercised all previous Renewal Terms. The exercise of Tenant's option for any Renewal Term shall only be valid and effective if Tenant has notified Landlord thereof in writing no sooner than twelve (12) months nor later than three (3) months prior to the expiration of the Lease Term or any prior Renewal Term, as applicable. All such Renewal Terms, if exercised by Tenant, shall be on all of the same terms, covenants, conditions and agreements as are set forth in this Lease, provided however, that the parties mutually agree that all rent or other sums paid by Tenant will be limited to a fair market value determined by a mutually accepted appraisal method.

3.2 **Landlord's and Tenant's Work:**

a. Landlord's Work

Landlord shall deliver to Tenant possession of the Premises upon substantial completion of Landlord's Work as described in the Description of Landlord's Work in Exhibit "B." Landlord shall, at its sole cost and expense as soon as is reasonably possible after the execution of this Lease, commence and pursue to completion the improvements to be erected by Landlord to the extent shown on the construction drawings as depicted on the attached Exhibit "B." The cost of Landlord's Work shall not include nor used by Tenant for furniture, fixtures (defined as those items not included in Tenant's drawings) and/ or equipment, such responsibility and associated costs shall be Tenant's. Landlord's and Tenant's proposed timeline for completion of Landlord's Work includes:

(i) delivery of working drawings to Landlord (estimated forty-five (45) days)

(ii) Landlord's acceptance of working drawings and preliminary identification of Contractor (4 weeks)

(iii) Tenant's confirmation of construction agreement and opportunity to agree with the selected Contractor to ensure the same can meet the specifications in the working drawings and other applicable obligations pursuant to this Agreement (1-2 weeks)

(iv) permitting of Landlord's Work (estimated thirty (30) days)

(v) construction of Landlord's Work (estimated seven (7) months).

The term substantial completion of Landlord's Work is hereby defined to mean that the Premises are substantially complete to the extent of Landlord's Work specified in Exhibit "B" hereof, with the exception of (a) reasonable "punch-list" items which Landlord shall correct within thirty (30) days after substantial completion, and (b) such work as Landlord cannot complete until Tenant performs necessary portions of Tenant's Work Landlord will complete Landlord's Work in a workmanlike manner using the degree of skill, efficiency and knowledge that is possessed by those of ordinary skill, competency and standing, and Landlord's Work shall be completed in accordance with construction industry standards. Landlord shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, including, without limitation, prevailing wage requirements as set forth in NRS Chapter 338, specifically NRS 338.013 to NRS 338.090, inclusive; compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder ("ADA"); and similar laws. Any changes to Landlord's Work requiring a change order or modification of the construction contract for Landlord's Work must be pre-approved by Landlord and Tenant in writing. Landlord has the right to select the general contractor for Landlord's Work, provided such general contractor has experience with projects subject to prevailing wage requirements. Any UMC change orders that are beyond the scope of the agreed plans as depicted on the attached Exhibit B, shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications and must be pre-approved by Landlord and Tenant in writing.

b. Tenant's Work

Tenant shall commence the installation of fixtures, equipment and any other Tenant's Work promptly upon substantial completion of Landlord's Work and Tenant shall diligently pursue such installation and work to completion. All of Tenant's Work shall be at Tenant's sole cost and expense and

THOMAS ELARDI T.E.

shall be pursuant to plans and specifications which have been previously approved by Landlord in writing, which approval shall not be unreasonably withheld. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. The location of the trash containers shall be determined by Tenant. Tenant and any of Tenant's contractors shall keep the Common Areas free of all construction and related debris. Prior to opening for business, Tenant shall use commercially reasonable efforts to remove all construction and other debris from the Premises and Common Area, and all such areas shall be in broom clean condition and the Common Area shall be returned to the condition it was in prior to commencement of Tenant's Work. All Tenant's Work shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect to Tenant's Work and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, including, without limitation, compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder ("ADA"), and similar laws. Notwithstanding Landlord's review of the plans and specifications for Tenant's Work, and whether or not Landlord approves or disapproves such plans and specifications, Tenant and not Landlord shall be responsible for compliance of such plans and specifications and of Tenant's Work with all applicable laws.

c. Condition of Premises:

Except for Landlord's Work as set forth under Exhibit "B" Tenant accepts the Premises "AS IS" unless otherwise agreed upon by the parties hereto and further defined in this Lease. Tenant acknowledges that it has examined the Premises and accepts the Premises in its, then, present condition. Except for Section 6 herein, Tenant acknowledges that it has not relied on any representation of any other tenant becoming or remaining a tenant in the Project as a material factor or as consideration for entering into this Lease.

4 - <u>RENT</u>

4.1 **Monthly Base Rent:**

a. Monthly Base Rent

Tenant shall pay to Landlord, without notice or demand and without any set-off or deduction whatsoever, a fixed monthly base rent as set forth in Section 1.1(l) ("Monthly Base Rent"). Monthly Base Rent shall be paid monthly in advance on or before the tenth day of each calendar month of the Lease Term commencing with the Monthly Base Rent Commencement Date, and shall be delinquent if not so paid on or before the tenth day of each month. Monthly Base Rent for any partial month occurring after the Monthly Base Rent Commencement Date or at the conclusion of the Lease Term shall be prorated and shall be payable on the first day of such partial month.

b. Application of Rent

No payment by Tenant or receipt by Landlord of lesser amounts of rent or additional rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent or additional rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or additional rent or pursue any other remedy provided in this Lease.

4.2 **Adjustments (based on lease year):**

a. Taxes, Fees and Insurance

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Subject to Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in monthly installments, Tenant's Pro Rata Share of all real property and personal property taxes (as defined below) and insurance premiums. Said insurance premiums shall include all premiums for Landlord's fire and extended coverage (and/or "All-Risk") insurance, comprehensive general liability insurance, business interruption and loss of rents insurance, and any other insurance and endorsements that Landlord deems necessary for the Shopping Center. Notwithstanding anything to the contrary herein, Tenant's Pro Rata Share of expenses set forth in this Section 4.2 shall not exceed Fifty-four Cents ($0.54) per square foot per month for the first Lease Year. For each year of the Lease Term following the first Lease Year, such amount shall not increase by more than three percent (3%) per annum.

The terms "fees" shall include all assessments, whether special or general, and shall include any road improvement districts, and water improvement district, if any, and any other utility installation hookup, meter fees, fixture fees, tie in or similar charges or assessments that are levied upon and/or assessed against the Premises or the Shopping Center and/or improvements now or hereafter in place at the Shopping Center or that provide the Shopping Center with parking or other services and/or which are payable during or with respect to the Lease Term.

Property Taxes:

(a) **Real Property Taxes**. Tenant shall pay as Additional Rent all Real Property Taxes on the Premises (including any fees, taxes or assessments against, or as a result of, any tenant improvements installed on the Premises by or for the benefit of Tenant) during the Lease Term.

(b) **Definition of "Real Property Tax"**. "Real Property Tax" means: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Premises (however, Tenant shall not be responsible for any penalty or interest caused by Landlord's (or its agent's) late payment); (ii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Premises by any governmental agency; and (iii) any charge or fee replacing any tax previously included within the definition of Real Property Tax; and (iv) any tax imposed based upon a reassessment of the Premises due to a change of ownership, as defined by applicable law, or other transfer of all or part of Landlord's interest in the Premises. Notwithstanding anything to the contrary in this Lease, "Real Property Tax" does not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(c) **Joint Assessment**. If the Premises are not separately assessed, Landlord shall reasonably determine Tenant's Proportionate Share of the Real Property Tax payable by Tenant under Section 4.2(f) from the assessor's worksheets or other reasonably available information and the same will be treated as Additional Rent.

(d) **Personal Property Taxes**.

1. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use its best good faith efforts to have personal property taxed separately from that of the Premises.

2. Notwithstanding the above subsection (a), if any of Tenant's personal property is taxed with the Premises, Tenant shall pay Landlord the taxes for the personal property as Additional Rent.

b. Common Area Maintenance and Charges

The term "Common Areas" is defined in Section 12.2 hereof.

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The term "Common Area Maintenance Charge" is hereby defined to mean the total of all costs and expenses incurred in managing, operating, equipping, lighting, repairing, replacing and maintaining the on-site and off-site Common Areas of the Shopping Center. Such costs shall include, without limitation, all costs and expenses for: materials, supplies, repairs, maintenance, painting, relocation of facilities, resurfacing of paving, lighting, cleaning, sweeping, painting, striping, compliance with laws, ordinances and codes, removing of rubbish or debris, policing and inspecting, providing janitorial, private police protection, security patrol, or night watchmen (including, but not limited to uniforms), fire protection and security alarm systems and equipment, heating and air conditioning (to the extent, if any, Landlord incurs any expense therefor), comprehensive liability, property damage, vandalism, malicious mischief, insurance against liability for defamation and claims of false arrest, and such other insurance in such amounts and covering hazards deemed appropriate by Landlord, fidelity bonds, real estate taxes, including all real estate taxes and assessments whether general or special and all improvement district assessments whether public or private (provided, however, that any such real estate taxes for which the Premises is separately assessed and which Tenant is paying directly or paying separately to Landlord shall be excluded), personal property taxes, and all costs of maintenance and/or replacement of paving, curbs, walkways, remarking, directional or other signs, landscaping, including landscaping areas outside the Shopping Center, in the vicinity thereof, that Landlord is permitted or required to maintain for the enhancement of the overall aesthetics and functioning of the Shopping Center, drainage and storm drain facilities, lighting facilities, costs and expenses of planting, replanting and replacing flowers, shrubbery and other landscaping, the cost of servicing and maintaining any sprinkler system, all in-line building roof repairs and maintenance including but not limited to patching, resurfacing and preventative maintenance, and painting or renovation of the exterior portion of all or any part of the in-line buildings.

Subject to Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Monthly Base Rent Commencement Date, Tenant shall pay to Landlord monthly Tenant's Pro Rata Share of the Common Area Maintenance Charge for each calendar month. The amount of the monthly Common Area Maintenance Charge shall be equal to Tenant's Pro Rata Share of Common Area Maintenance Charge as set forth in Section 4.2(c) below, multiplied by the operating cost budget or statement of anticipated monthly Adjustments pursuant to Section 4.2(e) below. Tenant's obligation to pay its Pro Rata Share of the Common Area Maintenance Charge is not conditioned on any other tenant's obligation to pay the charge. Notwithstanding anything to the contrary herein, Tenant's Pro Rata Share of the Common Area Maintenance Charge shall not exceed Fifty-four Cents ($0.54) per square foot during the Lease Term. For each year of the Lease Term following the first Lease Year, such amount shall not increase by more than three percent (3%) per annum.

c. Definition of Tenant's Pro Rata Share

"Tenant's Pro Rata Share" shall be a fraction, the numerator of which is the gross leasable area of the Premises and the denominator of which is the gross leasable floor area of the buildings constructed in the Shopping Center from time to time. Gross leasable floor area does not include patios, overhangs, drive-throughs, garden centers and outdoor sales areas. Provided, however, that if any tenants in said buildings have obtained written approval from Landlord to pay their taxes directly to any taxing authority, or to carry their own insurance, or to maintain part of the Common Area at their own expense, their gross leasable square footage shall not be deemed a part of the floor area for the purposes of pro rating said taxes, or said insurance, or said Common Area Maintenance Adjustments, as applicable.

d. Definition of Adjustments

For the purposes of this Lease, the term "Adjustments" shall collectively include real estate taxes, assessments, insurance, Common Area Maintenance Charges, and all other costs and expenses to be paid pursuant to this Section 4. Tenant's Pro Rata Share of Adjustments shall be additional rent and shall be paid at the time and in the manner set forth below and shall not exceed those amounts set forth elsewhere in this Lease.

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e. Statement of Adjustments

Upon commencement of the obligation to pay Adjustments, and annually thereafter on or about the commencement of each calendar year, Landlord shall submit to Tenant at the Notice Address set forth in Section 1.1(c) a statement of the anticipated monthly Adjustments and other charges, if any, as determined by Landlord for the period between such commencement and the following January, and Tenant shall pay the same and all subsequent monthly payments concurrently with the payment of Monthly Base Rent or if no Monthly Base Rent is due, such Adjustments shall be due and payable on or before the first day of each month, in advance without adjustment or offset. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 31st of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Shopping Center actually incurred for the prior calendar year and Tenant's Pro Rata Share thereof. The first and last such statements during the Lease Term shall be prorated for the partial years occurring at the beginning and at the conclusion of the Lease Term. In the event the total of the monthly payments which Tenant has made for the prior calendar year or partial calendar year shall be less than Tenant's actual Pro Rata Share of such Adjustments and other charges, then Tenant shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Landlord so long as the same do not exceed the amount set forth in Section 1.1(l).

5 - USE

5.1 Permitted Uses:

Tenant shall not use nor permit or suffer the use of the Premises for any business or purpose other than the purpose set forth in Section 1.1(o) above, without the prior written consent of Landlord, which consent may be withheld in Landlord's good faith business judgment or be made subject to such conditions as Landlord deems appropriate.

5.2 Compliance with Laws:

Tenant shall, at its sole cost and expense, materially comply with all federal, state, county or municipal laws, ordinances, rules, regulations, directives, orders and/or requirements now in force or which may hereafter be in force with respect to the Premises (including storefronts and entrances), Tenant's use and occupancy of the Premises and Tenant's business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies (including the Insurance Services Organization) now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

6 - UTILITIES

6.1 Tenant's Obligation:

Tenant shall pay before delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power, telephone service, trash and garbage removal, sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires from the Monthly Base Rent Commencement Date and throughout the Lease Term. If, during the Lease Term, Landlord or Tenant is required to convert or replace any HVAC or utility system or equipment servicing the Premises, including but not limited to systems or equipment using the chlorofluorocarbon known as "freon," in order to comply with any federal, state, county, borough or municipal statute, ordinance, rule, regulation, directive, order or requirement, then Landlord shall promptly pay all of the costs and expenses.

6.2 **Landlord's Warranties and Representations:**

a. Landlord warrants and represents that as of the date Tenant takes occupancy of the Premises, water, gas, heat, electricity, power, telephone service, internet service, cable service, and sewer services are connected to the Premises and are accessible by Tenant. Landlord shall be responsible for any repair or remediation of any curtailment or interruption in utility services other than an interruption due to Tenant's non-payment of such utility services. Landlord warrants that all such utility services are separately metered. Should such utility services not be separately metered, Landlord shall be responsible for the cost of installing any required meters.

b. Landlord is aware of Tenant's planned use and operations in the Premises and is not aware of any restrictions that would interfere with Tenant's planned operations, including but not limited to exclusive rights to other tenants, recorded easements, covenants, conditions and restrictions or other matters of any kind.

c. Landlord is not aware of any environmental concerns related to use of Hazardous Substances that, as that term is defined in Section 22.11.

7 - LICENSES AND TAXES

7.1 **Tenant's Obligation:**

Tenant shall be liable for, and shall pay throughout the Lease Term, all license and excise fees and occupation taxes covering Tenant's business conducted on the Premises. If any governmental authority or unit under any present or future law effective at any time during the Lease Term hereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Premises or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of said property, such tax shall be paid by Tenant, either directly or through Landlord, and upon Tenant's default therein, Landlord shall have the same remedies as upon failure to pay Monthly Base Rent. It is understood and agreed, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord unless, and then only to the extent that, the net income tax is a substitute for real estate taxes.

8 - ALTERATIONS

8.1 **Alterations by Tenant:**

Tenant shall not make any alterations, additions or improvements in or to the Premises including any penetration of the roof or roof membrane without the prior written consent of Landlord which consent shall be in Landlord's sole and absolute discretion and may be subject to such conditions as Landlord may deem appropriate.

8.2 **Required Alterations:**

In the event that either Landlord or Tenant, during the term hereby demised, shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance, to repair, alter, remove, reconstruct, or improve any part of the Premises, then Tenant shall make or Tenant shall be required to permit Landlord to perform such repairs, alterations, removals, reconstructions, or improvements without effect whatsoever to the obligations or covenants of Tenant herein contained, at Landlord's sole cost and expense. Should any such repairs, alterations, removals, reconstructions, or improvements impact Tenant's operations, Tenant shall be entitled to an abatement of rent.

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9 - MAINTENANCE OF PREMISES

Maintenance and Repair by Landlord and By Tenant:

9.01 Landlord's Obligations:

A. Except as provided in Section 17 (Destruction), Landlord shall keep the following in good order, condition and repair: the foundations, exterior walls, landscape irrigation backflow, exterior paint, stucco, and roof of the Premises and all components of electrical, mechanical, plumbing, to include sewer and water main (See Section 9.02.01) and facilities for the Common Areas of the Premises, as well as other Common Areas, including parking areas, paving, curbs, walkways and landscaping. Tenant shall grant access to the Premises at any time to Landlord's licensed heating and air conditioner contractor for any and all inspection purposes, maintenance, repairs, or any other maintenance obligation required for the heating and air conditioning system.

However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass or the interior surfaces of exterior walls.

Landlord shall make repairs under this Section 6.01 within a reasonable time, no later than (6) six business days, after receipt of written notice from Tenant of the need for such repairs.

B. Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage to person(s) or property resulting from the acts or omissions of persons occupying space adjoining or adjacent to the Premises or connected to the Premises or any other part of the Project caused by, but not limited to, events such as the breaking or falling of electrical cables or wires, or the breaking, bursting, stoppage or leaking of water, gas, sewer or steam pipes or loss of HVAC; provided however, Landlord shall warrant the maintenance and repair of the HVAC unit for period of one (1) year from the Lease Commencement Date, unless repair to the HVAC unit is due to the negligence or misconduct of Tenant. None of the above events shall constitute an actual or constructive eviction, provided, however during any period when there is interference with Tenant's use of the Premises by reason contemplated herein and not caused by the negligence or acts of Tenant or its agents, employees, or representatives, and such interference with Tenant's use occurs for more than four (4) consecutive days, then upon the fifth (5th) day, Rent shall be equitably abated in proportion to the degree of such interference. Such abatement shall commence upon the fifth (5th) day following the date such interference was introduced and shall end upon the date after the completion of the repair to the affected portion of the Premises or Shopping Center caused by such interference, but not to exceed thirty (30) days.

9.02 Tenant's Obligations:

9.02.1 Except as provided in Section 17 (Destruction), Tenant shall keep all portions of the Premises (including nonstructural, interior, systems, all plumbing and sewage facilities within the Leased Property including free flow up to the main sewer line, fixtures, HVAC, equipment, flooring, storefront, plate glass, etc.) in good order, condition and repair (including interior repainting and refinishing, as needed). If any portion of the Premises or any system or HVAC or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired or restored, Tenant shall promptly replace such portion of the Premises or system of HVAC after warranty period as described above or equipment in the Premises, regardless of whether the benefit of such replacement extends beyond the Lease Term, but if the benefit or useful life of such replacement extends beyond the Lease Term (as such Lease Term may be extended by exercise of any applicable options), the useful life of such replacement shall be prorated over the remaining portion of the Lease Term (as extended), and Tenant shall be liable only for that portion of the cost which is applicable to the Lease Term (as extended). If any part of the Premises or the Project is damaged by any act or omission of Tenant, Tenant shall pay Landlord the cost of repairing or replacing such damaged property. It is the intention of Landlord and Tenant that at all

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times each shall maintain the portions of the Premises which each is obligated to maintain in an attractive, first-class and fully operative condition.

9.02.2 Tenant shall fulfill all of Tenant's obligations under this Section at Tenant's sole cost and expense. If Tenant fails to maintain repair or replace the Premises as required by this Section, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair within thirty (30) days of receipt of Landlord's invoice.

9.03 **Alterations:** After the Lease Commencement Date, Tenant will not make any alterations to the Premises with a cost greater than Five Thousand Dollars ($5,000.00), without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Should any such work require alterations that affect the heating, ventilation, air conditioning, plumbing, structural, electrical or mechanical systems of the Project, the roof, or the structure of the Project, Landlord's prior written approval will be required.

9.04 **Tenant Fixtures:** Notwithstanding anything in Section 6.02, Tenant may, with prior written consent of Landlord, install trade fixtures, equipment and machinery in conformance with ordinances of the applicable city and county, and they may be removed upon termination of the Lease, provided the Premises are not damaged by their removal.

9.05 **Mechanic's Liens:** Tenant will pay all costs for alterations and will keep the Premises, the Project and the underlying property free from any liens arising out of work performed for, materials furnished to or obligation incurred by Tenant.

9.06 **Other Construction:** Landlord will have the right to construct or permit construction of tenant improvements in or about the Project for existing and new tenants and to alter any public areas in and around the Project in compliance with the terms and conditions of this Lease. Notwithstanding anything which may be contained in this Lease, Tenant understands this right of Landlord and agrees that such construction will not be deemed to constitute a breach of this Lease by Landlord, and Tenant waives any such claim which it might have arising from such construction, however, Landlord shall not unreasonably restrict Tenant's ingress or egress to the Premises.

9.07 **Condition Upon Termination:** Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises to Landlord, "broom clean" and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provisions of this Lease. Tenant shall not be obligated to repair any damage which Landlord is required to repair under the Section 17 "Destruction". In addition, Landlord may require Tenant to remove any alterations, additions or improvements made without Landlord's consent prior to the expiration of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) regardless of Landlord's prior written consent: any power wiring or power panels, lighting or lighting fixtures, wall covering, drapes, blinds or other coverings, carpets or other floor coverings, heaters, air conditioners or any other heating or air conditioning equipment, fencing or security gates, or other similar building operating equipment and decorations. Tenant shall contact Landlord's Property Management Company to coordinate a date to turn off power, surrender any keys, and obtain the final inspection of

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Premises which, in turn, will facilitate a refund of the Advance Rent, and any other amounts to be refunded to Tenant pursuant to this Lease.

10 - LIENS AND ENCUMBRANCES

10.1 **Liens:**

Tenant shall keep the Premises and the Shopping Center in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

10.2 **Encumbrances:**

Tenant shall not cause or suffer to be placed, filed or recorded against the title to the Premises, the Building of which the Premises is a part, the Shopping Center or any part thereof, any mortgage, deed of trust, security agreement, financing statement or other encumbrance.

11 - ASSIGNMENT, MORTGAGING AND SUBLETTING

11.1 **Assignment, Mortgaging, or Sublease:**

Neither Tenant, nor Tenant's legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be voidable at the option of Landlord and, at the option of Landlord, shall terminate this Lease. If this Lease is assigned upon the consent of Landlord, then all of Tenant's obligations, duties, and liabilities under the terms of this Lease or under any law are extinguished.

12 - COMMON AREAS

12.1 **Tenant's Rights:**

Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the Lease Term, subject to the terms and conditions of any recorded easements, covenants, conditions and restrictions or other matters with respect thereto; provided, that anything herein to the contrary notwithstanding, nothing herein shall directly or indirectly create or give rise to any rights of or to the public in the Shopping Center or any part thereof.

12.2 **Control of Common Areas by Landlord:**

Landlord shall at all times have the exclusive control and management of the Common Areas of the Shopping Center. For the purposes of this Lease, "Common Areas" or "Common Area" shall include but not be limited to all automobile parking areas, access roads, driveways, entrances, retaining walls and exits thereto, truck way or ways, package pick-up stations, pedestrian malls, courts, walkways, trails, parks, sidewalks and ramps, landscaped areas, exterior stairways, the roofs and exteriors of in-line buildings, and other areas, improvements, facilities and special services as from time-to-time established, configured and/or modified by Landlord for the general use, in common, of tenants of the Shopping Center, and their officers, agents, employees and invitees.

12.3 **Rules and Regulations:**

Tenant shall comply with the rules and regulations that Landlord may from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant only after delivery of a copy of them to Tenant. Tenant shall be given thirty (30) days' notice of any changes to the rules and regulations. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations of any

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other tenants or occupants, but will apply the rules and regulations evenly and without discrimination and shall not unreasonably interfere with Tenant's planned operations in the Premises.

13 - INSURANCE AND INDEMNITY

13.1 **Indemnification:**

Landlord, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Tenant, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Landlord or the employees or agents of Landlord.

13.2 **Insurance:**

Tenant is self-insured and is subject to the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Tenant has not waived and intends to assert all available NRS Chapter 41 liability limitations in all cases and does not waive any defense or right to indemnification that may exist in law or equity to Tenant. Upon request, Tenant will provide Landlord with a Certificate of Coverage certifying such self-coverage and any excess insurance above the self- insured amount.

Notwithstanding the foregoing, the Contractor for Landlord's Work shall be required to insure the tenant improvement's during construction until the Certificate of Occupancy is issued, at which time the Tenant shall be responsible for insuring, subject to its program of self-insurance, all Tenant Improvements within the interior of the building and all Tenant furniture, fixtures and equipment, and the Landlord shall be responsible for insuring the building.

14 - EMINENT DOMAIN

14.1 **Total Taking:**

If all of the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and all Monthly Base Rent, Adjustments and other rentals and charges due hereunder shall be paid to that date and the entirety of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated. The term "eminent domain" shall include the taking or damaging of property by, through or under any governmental or quasi-governmental authority, and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

14.2 **Partial Taking:**

If more than fifteen percent (15%) of the floor area of the Premises shall be taken or appropriated, this Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Landlord and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event that more than ten percent (10%) of the parking areas or other Common Areas of the Shopping Center or any access point to an adjacent street, road, highway or avenue shall be taken or appropriated, then Landlord may at its option terminate this Lease by written notice given to Tenant within sixty (60) days of the date of such taking. If this Lease is so terminated, all Monthly Base Rent, Adjustments, and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises or Common Areas are taken by eminent domain and this Lease is not terminated,

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Landlord shall at its expense proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises and Common Area to the condition it was in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its fixtures, furniture, furnishings, leasehold improvements, floor covering and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the Premises taken, the Monthly Base Rent payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking. Should Tenant exercise its right to terminate the Lease under this Section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

14.3 **Damages:**

Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain, and Tenant shall make no claim whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in removing Tenant's merchandise, furniture, trade fixtures and equipment or for damage to Tenant's business; provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages and provided that any award to Tenant will not result in a diminution of any award to Landlord.

15 - DEFAULT BY TENANT

15.1 **Default by Tenant:**

a. Tenant Default

Tenant shall be in default of this Lease if (1) Tenant fails to timely make any payment of rent, additional rent or any other sum due from Tenant hereunder as and when due, or (2) Tenant fails to fulfill or perform any other term, covenant, condition, provision or agreement of this Lease if such failure continues to exist after thirty (30) days written notice thereof given by Landlord to Tenant, unless Landlord determines in its reasonable discretion that such failure creates an emergency situation in which case Tenant must cure such failure immediately upon five (5) days written notification by Landlord, or (3) the Premises become vacant or deserted for 20 consecutive business days, or (4) Tenant shall cease to occupy the Premises or shall remove substantially all of Tenant's fixtures or furniture therefrom, or ((5) Tenant assigns or otherwise transfers substantially all of the assets used in the business conducted in the Premises and Landlord has not provided written consent, which shall not be unreasonably withheld, of a transfer of this Lease.

16 - LANDLORD RIGHTS

In the event of any material default by Tenant hereunder, Landlord shall have those rights expressly enumerated in this Lease. In the event of any default by Tenant hereunder, Landlord shall have the option to terminate this Lease by written notice to Tenant. Upon receipt of such written notice of termination, Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If Tenant fails to so quit and surrender the Premises as aforesaid, Landlord shall have the right, without notice, to re-enter the Premises either by force or otherwise and dispossess Tenant and the legal representatives of Tenant and all other occupants of the Premises by unlawful detainer or other summary proceedings, or otherwise, and remove their effects and regain possession of the Premises (but

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Landlord shall not be obligated to effect such removal) and Tenant hereby waives service of notice of intention to re-enter or to institute legal proceedings to that end.

17 - TENANT TERMINATION

Tenant shall have the one time right to terminate the lease at Month 60 of this Lease. To exercise the option, Tenant must present Landlord with a written notice to terminate no later than 180 days prior to month 60 of this Lease and no earlier than 365 days prior to month 60 of this Lease. If Tenant elects to terminate this Lease under its termination right then Tenant shall pay to Landlord the one-time early termination fee in the amount of One Hundred Thousand and 00/100 Dollars ($100,000.00), payable to Landlord within thirty (30) days of written notice of termination.

18 - DEFAULT BY LANDLORD

18.1 **Default by Landlord:**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises and/or Shopping Center whose name and address shall have theretofore been furnished to Tenant in writing in accordance with this Lease. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until any such mortgagees and/or deed of trust holders have been provided an opportunity to cure as set forth below. Should Landlord be considered in default, then Tenant reserves the right, at Tenant's sole option, to terminate the Lease and seek any and all remedies at law or in equity. Should Tenant choose to terminate the Lease pursuant to this section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated.

19 - RECONSTRUCTION

19.1 **Reconstruction-Insured Loss:**

In the event the Premises are damaged by fire or other perils covered by Landlord's insurance, Landlord agrees to forthwith repair same to the extent of insurance proceeds available by reason of such damage or destruction, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Monthly Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises; provided, that if the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

19.2 **Uninsured Loss:**

In the event the Premises are damaged as a result of any cause other than the perils covered by Landlord's insurance, Tenant may terminate this Lease upon thirty (30) days written notice and Tenant shall only be responsible for the rent due for one (1) subsequent month reduced by a proportionate reduction. Should Tenant choose not to terminate Lease, then Landlord shall (except where the damage or destruction is caused by the negligence of Tenant, its employees, agents, contractors, licensees or invitees in which case Tenant shall repair all damage) forthwith repair the same, provided the extent of the destruction be less

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than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost and Tenant chooses not to terminate Lease, Landlord shall then have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Monthly Base Rent to be proportionately reduced as hereinabove in this Section provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of Landlord giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Monthly Base Rent, reduced by a proportionate reduction, based upon the extent if any, to which such damage substantially interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination. In the event Landlord shall determine to repair or restore the Premises, Tenant shall at its sole cost and expense, repair and restore any of Tenant's fixtures, equipment and leasehold improvements which are damaged or destroyed by the uninsured cause.

19.3 **Partial Destruction of Shopping Center:**

If fifty percent (50%) or more of the Rentable Area of the portion of the Shopping Center owned by Landlord is damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord or Tenant may terminate this Lease and the tenancy hereby created by giving the other party not less than thirty (30) days' prior written notice of such election; provided, however, that such notice shall be given, if at all, within the sixty (60) days following the date of occurrence of said damage or destruction. Monthly Base Rent shall be prorated as of the date of such termination.

20 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION

20.1 **Subordination - Notice to Mortgagee:**

This Lease shall be subordinate to any existing or future mortgages, deeds of trust, and/or security documents on or encumbering the portion of the Shopping Center owned by Landlord or on the leasehold interest held by Landlord and to any extensions, renewals, or replacements thereof. This clause shall be self-operating and no further instrument of subordination shall be required. Notwithstanding the foregoing, at the written request of Landlord at any time and from time to time and at no charge to Landlord, Tenant shall within ten (10) days thereafter execute, acknowledge and deliver all instruments which may be required as evidence of such subordination and attornment provided that the mortgagee or beneficiary, as the case may be, shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default at such time. Tenant covenants and agrees to attorn to any successor to Landlord's interest in this Lease, and in that event, this Lease shall continue as a direct lease between Tenant herein and such landlord or its successor. In any case, such Landlord or successor shall not be bound by any prepayment on the part of Tenant of any rent for more than one month in advance, so that Monthly Base Rent and Adjustments shall be payable under this Lease in accordance with its terms, from the date of the termination or assignment of the Lease, as if such prepayment had not been made. In addition, the beneficiary of any deed of trust shall not be bound by any amendment or modification of this Lease made without the express written consent of the beneficiary under such deed of trust if such consent is required thereunder.

20.2 **Tenant's Certificate:**

Tenant shall at any time and from time to time and at no charge to Landlord, upon not less than ten (10) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a Tenant Estoppel Letter in the form attached hereto as Exhibit "D," or on a form as otherwise required by Landlord or its lender.

20.3 **Mortgagee Protection Clause:**

THOMAS ELARDI T.E.

Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated if such remedies are being so diligently pursued.

21 - ACCESS BY LANDLORD

21.1 **Right of Entry:**

Landlord or Landlord's employees, agents and/or contractors shall have the right to enter the Premises at any reasonable time with 48-hour advance notice to examine the same, and to show them to prospective purchasers or tenants of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable; however, Landlord shall not have access nor right of entry at any time to any of Tenant's patient examination rooms, without the approval of Tenant, which approval shall not be unreasonably withheld except in the event a patient is occupying said examination room. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its agents may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the Premises or Building of which the Premises is a part except as otherwise specifically provided for herein. No additional locks, other devices or systems which would restrict access to the Premises shall be placed upon any doors without the prior consent of Landlord; provided however, Landlord agrees that Tenant may lock and deny access to areas of the Premises that contain Protected Health Information ("PHI"), at that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated regulations, as amended from time to time. Landlord's consent to installation of anti-crime warning devices or security systems shall not be unreasonably withheld provided Landlord shall not be required to give such consent unless Tenant provides Landlord with a means of access to the Premises for emergency and routine maintenance purposes.

22 - SURRENDER OR ABANDONMENT OF PREMISES

22.1 **Surrender of Possession:**

Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Premises for sixty (60) days prior to the expiration or prior termination of this Lease.

22.2 **Holding Over:**

Any holding over by Tenant with the consent of Landlord after the expiration or termination of the Lease hereof shall be construed to be a tenancy from month-to-month on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy; provided, that the Rent for such hold-over period shall be an amount equal to the Monthly Base Rent due for the last month of the Lease Term.

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23 - QUIET ENJOYMENT

23.1 **Landlord's Covenant:**

Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, shall have and quietly enjoy the Premises for the Lease Term without disturbance by Landlord or any party claiming by or through Landlord.

24 - MISCELLANEOUS

24.1 **Successors or Assigns:**

All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants, sublessee, concessionaires, assigns and marital communities, if any, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

24.2 **Tenant Defined:**

The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as a Tenant herein or who executes this Lease as Tenant.

24.3 **Broker's Commission; Agency Disclosure:**

Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that it has not dealt with or has any knowledge of any real estate broker, agent or salesperson in connection with this Lease except as set forth in Section 1.1(s).

24.4 **Partial Invalidity:**

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24.5 **Recording:**

Tenant shall not record or file this Lease or any form of Memorandum of Lease, or any assignment or security document pertaining to this Lease or all or any part of Tenant's interest therein without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord shall deem appropriate.

24.6 **Notices:**

Any notices required in accordance with any of the provisions herein or desired to be given hereunder, if to Landlord shall be delivered personally, sent by facsimile transmittal, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to the address of Landlord as set forth in Section 1 or at such other place as Landlord may in writing from time to time direct to Tenant, and if to Tenant shall be delivered personally, sent by facsimile transmittal, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to Tenant at the Premises. If there is more than one Tenant, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. Notices shall be deemed given when delivered, if delivered personally, upon receipt of a confirmation by the sender of a

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successful facsimile transmittal, one (1) day after deposit with an overnight courier, or three (3) business days after deposit in the United States mail as set forth above.

24.7 **Marginal Headings:**

The marginal headings and article titles to the Sections and Subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

24.8 **Time:**

Time is of the essence of this Lease.

24.9 **Choice of Law/Venue:**

This Lease shall be governed by the laws of Nevada. Venue shall be commenced solely in competent courts located in Clark County, Nevada.

24.10 **Tenant and Tenant's Employees Parking:**

Landlord may from time to time establish designated parking areas. Subject to approval by Tenant, Tenant and Tenant's agents and employees shall park only in those areas designated by Landlord or Landlord's agents, as set forth in Section 1.1(w).

24.11 **Hazardous Substances:**

a. Presence and Use of Hazardous Substances.

Tenant shall not, without Landlord's prior written consent, keep (or allow to be kept) on or around the Premises, Common Areas or Shopping Center, for use, handling, transport, disposal, treatment, generation, storage, preparation, manufacture, refine, process or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic, harmful, medical or infectious (collectively referred to as "Hazardous Substances"), and/or is subject to regulation by any federal, state or local law, regulation, statute, or ordinance ("Legal Requirements"). "Hazardous Material" does not include any medical waste or de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements. Landlord warrants and represents that no "Hazardous Material" is currently present on the Premises. With respect to any such Hazardous Substance, Tenant shall:

Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;

Allow Landlord or Landlord's agent, representative or consultant to come on the Premises at all times to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances and to assess the environmental condition of the Premises, including, but not limited to, the imposition of an environmental audit;

Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

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Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

25 - SURVIVAL

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

25.1 Covenants, Conditions and Restrictions:

Tenant's rights under this Lease are subject to any covenants, conditions and/or restrictions now or hereafter recorded against the Shopping Center and/or the real property on which the Premises are located. Without limiting the generality of the foregoing, Tenant acknowledges receipt of the following Covenants, Conditions, Restrictions and Easements (the "CC&R's") recorded against the Shopping Center in the Clark County Recorder's Office as follows:

- January 20, 2006 as Instrument No. 200601200001664 (Easements with Covenants and Restrictions Affecting Land ("ECR"))
- August 2, 2007 as Instrument No. 200708020000299 (First Amendment to Easements with Covenants and Restrictions Affecting Land)
- February 6, 2009 as Instrument No. 200902060000706 (Grant of Reciprocal Easements and Declaration of Covenants)
- August 24, 2009 as Instrument No. 200908240003507 (Amendment to Grant of Reciprocal Easements and Declaration of Covenants)
- January 5, 2012 as Instrument No. 201201050000001 (Consent and Subordination Agreement (As to ECR Only)
- January 23, 2012 as Instrument No. 201201230000495 (Second Amendment to Easements with Covenants and Restrictions Affecting Land ("ECR"))
- April 6, 2012 as Instrument No. 2014204060001854 (Second Amendment to and Reinstatement of Grant of Reciprocal Easements and Declaration of Covenants)

25.2 Non-Discrimination Clause:

Tenant herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall Tenant himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessee, subtenants, or vendees in the land herein leased.

Tenant and Landlord, respectively, herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS-related conditions), marital status, national origin, ancestry, or any other class protected by law or regulation, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall Tenant nor Landlord itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, subtenants, or vendees in the Shopping Center or land herein leased.

THOMAS ELARDI
T.E.

25.3 **Voluntary Programs:**

It is understood and agreed that from time to time Landlord may institute certain programs for the Shopping Center which Landlord believes will be in the best interest of the Shopping Center and the tenants. Such programs shall include, but shall not be limited to a recycling program. Tenant agrees to promptly comply with and carry out its obligations under such programs as the same may exist from time to time.

25.4 **Prior Agreements:**

THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AND ANY AND ALL ORAL AND WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES, PROMISES AND STATEMENTS OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS AND BROKERS WITH RESPECT TO THE SUBJECT MATTER OF THIS LEASE AND ANY MATTER COVERED OR MENTIONED IN THIS LEASE SHALL BE MERGED IN THIS LEASE AND NO SUCH PRIOR ORAL OR WRITTEN AGREEMENT, UNDERSTANDING, REPRESENTATION, WARRANTY, PROMISE OR STATEMENT SHALL BE EFFECTIVE OR BINDING FOR ANY REASON OR PURPOSE UNLESS SPECIFICALLY SET FORTH IN THIS LEASE. NO PROVISION OF THIS LEASE MAY BE AMENDED OR ADDED TO EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY THE PARTIES HERETO OR THEIR RESPECTIVE SUCCESSORS IN INTEREST. THIS LEASE SHALL NOT BE EFFECTIVE OR BINDING ON ANY PARTY UNTIL FULLY EXECUTED BY BOTH PARTIES HERETO.

25.5 **Acceptance and Date of Lease:**

a. Acceptance

The submission of this Lease to Tenant does not constitute an offer to lease. This Lease shall become effective only upon the execution and delivery thereof by both Landlord and Tenant. Landlord shall have no liability or obligation to Tenant by reason of Landlord's rejection of this Lease or a failure to execute, acknowledge and deliver the same to Tenant.

26 - DATE OF LEASE

The date of this Lease shall be the date of acceptance hereof by Landlord as set forth in Section 1.1(a).

[Signature Page to Follow]

THOMAS ELARDI
T.E.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above set forth.

LANDLORD:

METEJEMEI, LLC

By: Thomas Elardi, Mgr.
Thomas Elardi, Manager

TENANT:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:____________________________
Mason Van Houweling, CEO

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EXHIBIT "A"
SITE PLAN FOR THE SHOPPING CENTER

(See Attached)

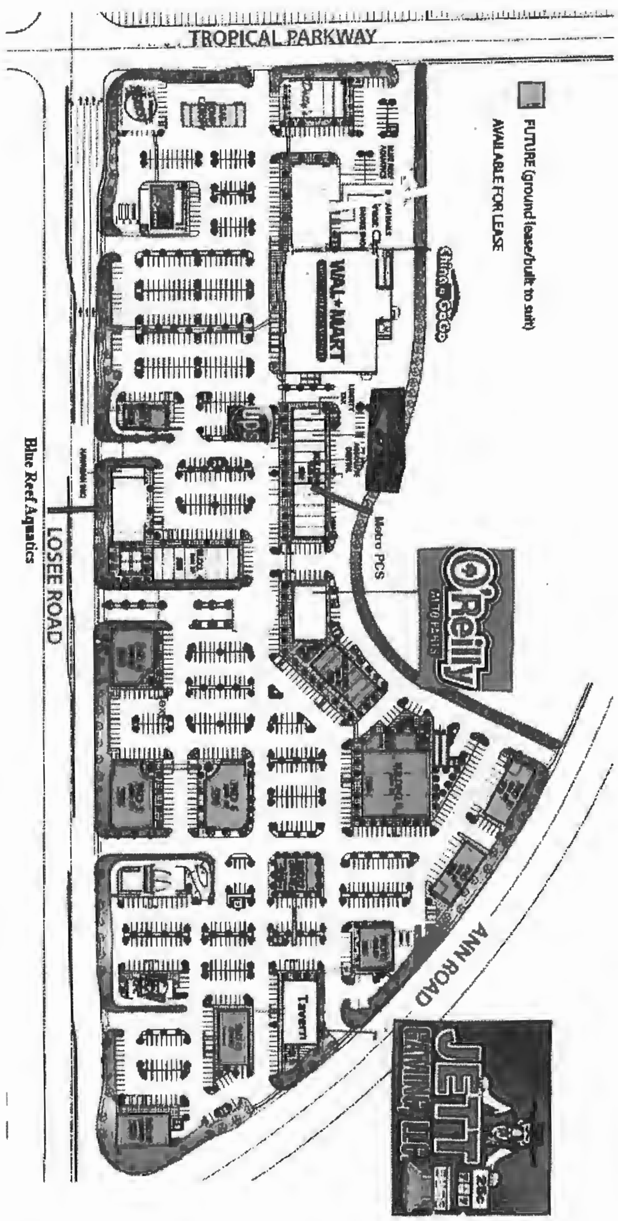

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EXHIBIT "A-1"
PARKING

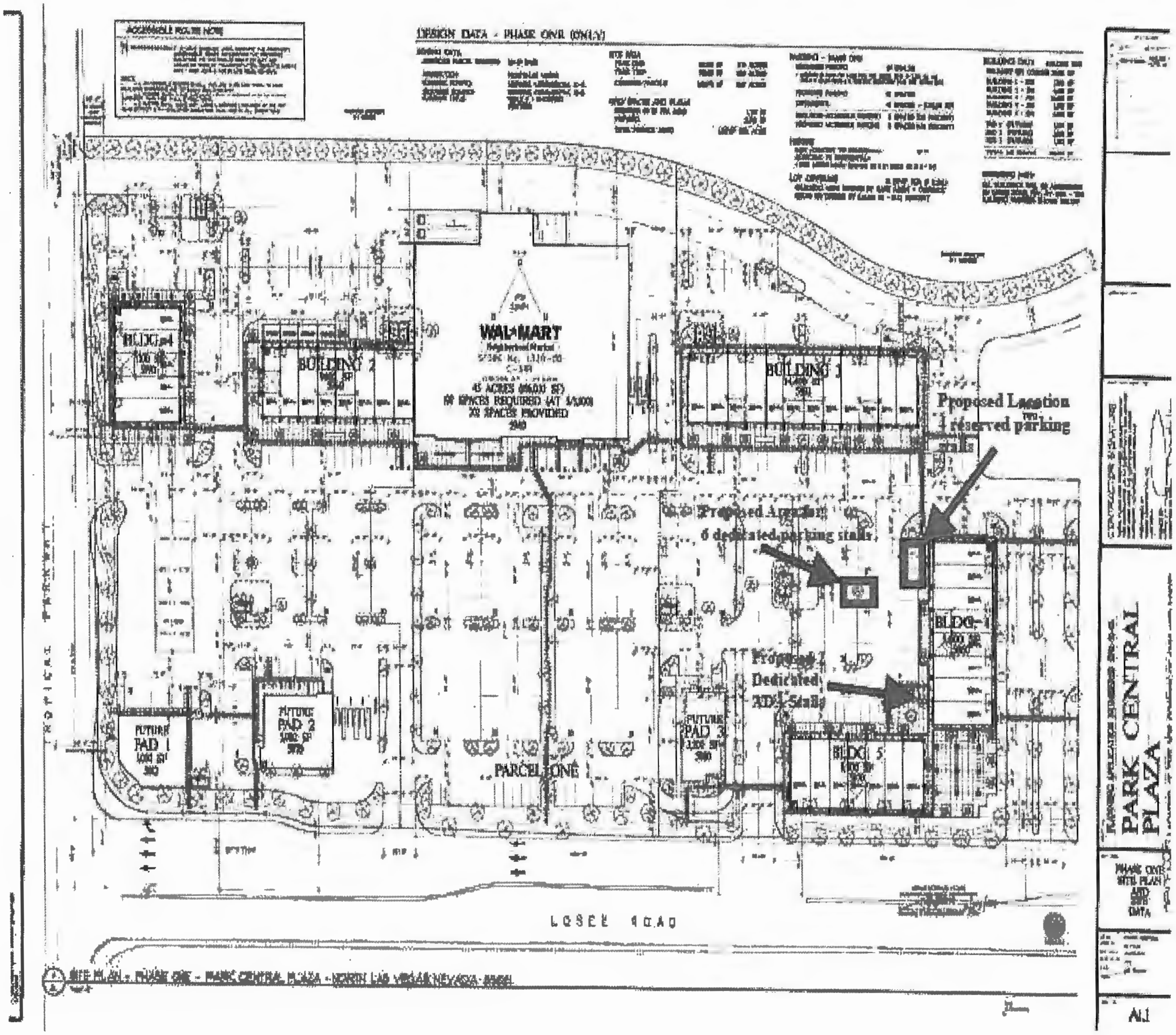

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EXHIBIT "B"
LANDLORDS WORK

I. Description of Landlord's Work

All internal Premises improvements generally described in Section 3.2 of this Lease and as depicted in the Tentative Floor Plan, Exhibit "C". Such leasehold improvements will be in accordance with final construction drawings approved by both Landlord and Tenant pursuant to Section 3.2(a).

Final construction drawings are incorporated herein as Exhibit "B" and shall be considered a part of this Lease for all purposes.

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T.E.

EXHIBIT "B-1"
Construction Control Fund Agreement

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T.E.

PROJECT NUMBER: 21-317229-CF
PROJECT NAME: UMC OF SOUTHERN NEVADA T.I.

PARTNER ENGINEERING AND SCIENCE DBA

NEVADA CONSTRUCTION SERVICES
DISBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, **2021** by and among **PARTNER ENGINEERING AND SCIENCE dba NEVADA CONSTRUCTION SERVICES**, hereinafter referred to as **"NCS"**, **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned hospital created pursuant to NRS Chapter 450, hereinafter referred to as **"Tenant", _______________,** hereinafter referred to as **"Contractor"**, and **METEJEMEI, LLC**, a Nevada limited liability company, hereinafter referred to as **"Landlord".**

WHEREAS, Tenant has entered into that certain Lease Agreement with Landlord (the "Lease") which includes improvements to be constructed by Landlord and situated in the **County of CLARK, State of NEVADA** (capitalized terms not defined herein shall have the meanings given them in the Lease).

WHEREAS, Landlord desires to construct Landlord's Work at the aforesaid real property, hereinafter referred to as "Project". Project will be referenced as:

Approximately ± 9600 square feet in the Shopping Center, as identified on the Site Plan, with a physical address of 5860 Losee Rd., North Las Vegas, Nevada, 89081

WHEREAS, Landlord has selected and employed Contractor, who is licensed in accordance with the applicable state requirements, to construct said Project on said property in accordance with plans and specifications deposited or to be deposited with NCS, and further, Contractor has agreed to complete said construction in accordance with certain plans and specifications approved pursuant to the Lease, and further, in compliance with the requirements of the building code(s) of the political subdivision having jurisdiction over said Project, and the prevailing wage requirements as set forth in NRS Chapter 338.

WHEREAS, Landlord has entered into a Construction Contract Agreement with Contractor for Landlord's Work for a sum of ______________ and 00/100 Dollars ($_________.00), the total of which equals the Construction Contract Agreement amount and will be hereinafter referred to as "Construction Fund." Tenant agrees to deposit with NCS the sum of approximately __________ and 00/100 Dollars ($________.00); and Landlord agrees to deposit with NCS the sum of approximately Five Hundred Twenty Thousand Five Hundred and 00/100 Dollars ($520,500.00). This Agreement is executed to ensure the prompt and accurate payment of costs of construction of said Project including

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labor, materials, subcontractors and contractor's claims.

WHEREAS, a Market Interest Account, hereinafter called MIA, will be opened with the Construction Funds, whereby, Tenant will sign a W-9 and be entitled to earn interest on the Construction Funds.

WHEREAS, Construction Funds will be transferred from the MIA into NCS' General Trust Account as deemed necessary by NCS to cover such costs of construction through a given disbursement period. The funds deposited by Landlord shall be utilized first and once exhausted, Tenant's funds will be expended.

WHEREAS, Landlord desires to appoint NCS as its agent under this Agreement for the disbursement of the costs of the Project to be funded by the Construction Fund.

NOW, THEREFORE, and in consideration of the premises and for and in consideration of the covenants and agreements hereinafter set forth by each of the parties hereto to be kept and performed, it is mutually understood and agreed as follows:

1. That Landlord does hereby agree to instruct Contractor to deliver to NCS each and every item required by NCS for the performance of work as outlined herein, including but not limited to, a copy of the contract agreement, cost breakdown, subcontracts, working plans and specifications, etc. for the Project.

2. That NCS shall maintain a general trust account and shall not commingle any funds received from Landlord or Tenant with its own funds. Any funds received from the Landlord or Tenant may be deposited in said general trust account. Accurate accounting records shall be kept of deposits and withdrawals from said account. NCS shall not be obliged to pay interest on any funds deposited to the general trust account.

3. That Contractor and Landlord do hereby agree to comply with all terms and conditions of this agreement, and Contractor consents to the appointment of NCS as Agent.

4. That Contractor shall construct said Project in compliance with the plans and specifications relating thereto filed with the City or County, and no alteration or deviation therefrom shall be made without first obtaining the written approval of Landlord.

5. That NCS does hereby agree to promptly apply the monies received by it hereunder to the payment of vouchers to be issued and signed by Tenant, Contractor and Landlord, of such costs as are properly allocated to the construction of said Project and such payments to be made to such persons as are legally entitled thereto pursuant to the Construction Contract Agreement and the invoices, contracts, labor and/or material supply releases, or other supporting documents. Should Landlord's Work remain unfinished upon the full and complete disbursement of Tenant's responsibility of _____________ and 0/100 Dollars ($__________.00), Landlord shall be fully and financially responsible for completion

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T.E.

NCS PARTNER

of Landlord's Work subject to the conditions set forth in the Lease. Notwithstanding the preceding, to the extent Tenant's contributed funds of ______________ and 0/100 Dollars ($__________.00) are not exhausted, Tenant shall be entitled to the return of any monies remaining on deposit with Nevada Construction Services upon completion of Landlord's Work. Any percentage of the contract amount to be retained until the expiration of the period for the filing of mechanic's lien claims shall be in accordance with NRS 108 et seq. Said funds shall then be paid to Contractor or to such other persons as shall be entitled to receive same.

6. That NCS shall maintain complete and adequate records of all sums received and disbursed by, through, or at its direction, and shall permit the inspection of said records by Landlord and Contractor at all times during regular business hours.

7. That NCS shall inspect said Project at reasonable intervals, as deemed necessary by NCS, to determine what costs of construction may be properly paid. This is not to be deemed the equivalent of, nor a substitute for architectural supervision or inspections by Tenant. NCS does not contract or guarantee that the construction job will be completed, or built in accordance with said plans, specifications, and budgets, or in accordance with pertinent building codes, ordinances or regulations.

8. That Landlord agrees to pay to NCS a fee of **$10,500.00** prior to the first disbursement (which shall be deducted equally from Tenant and Landlord). In addition, should Landlord request additional services not covered by this agreement, Landlord agrees to pay NCS, upon request, the value of any services, money expended or indebtedness incurred, including reasonable attorney's fees.

a. Fees will be deemed to have been earned at the time the agreement is executed, and no refund will be made of any fee in the event this Agreement is terminated, or if the cost of construction is less than originally estimated.

b. The Project will be constructed within a time frame of **Seven (7) Months**, however, the disbursements subject to this Agreement and the required NCS services is estimated to be **7 DRAWS/7 SITE INSPECTIONS**. In the event construction extends beyond the amount of time outlined above, NCS will be paid a fee of **$1,500.00** per inspection and/or disbursement, until such time as the Project is completed.

c. Disbursements and/or inspections will be provided Monthly. Special disbursement and/or inspection requests outside the agreed time period as described in 8b will be assessed a fee of **$1,500.00** per request.

9. All parties to this Agreement understand, and explicitly and expressly agree, that NCS may, at its' sole option and discretion, rely upon photo static/facsimile copies in lieu of original documents on all items, excluding payment vouchers, as NCS deems necessary or appropriate under the circumstances.

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10. Execution of this Agreement and participation by NCS hereunder is in no way to be construed as an endorsement or guarantee of performance of any party hereto, architect, Contractor, subcontractor, or person(s) supplying materials or labor to any such persons or for the use of said Project or any plans, specifications, or products. The obligations and services of NCS are solely those of a disbursing agency with a financial accounting to the parties hereto.

11. That when said work of construction has been completed and all funds under this Agreement have been disbursed in connection therewith, the obligation of NCS shall cease. Landlord and Tenant agree that Tenant shall be entitled to the return of any monies remaining on deposit pursuant to this Agreement upon completion of the Project.

12. That Contractor and Landlord shall indemnify and hold harmless NCS from all expenses which it may incur or liability that it may sustain, including reasonable attorney's fees and court costs from any and all actions related to the Project (except those arising from the intentional acts, negligence or omissions of NCS in the performance of its duties).

13. Landlord and/or Contractor shall promptly deliver to NCS any and all preliminary lien notices, intent to lien notices, and lien claims served on Landlord, Tenant and/or Contractor.

14. That in the event any lien or liens shall be filed against the aforesaid real property by reason of the work or construction herein referred to, Contractor agrees forthwith to cause the same to be fully satisfied or otherwise secured and to hold NCS harmless therefrom. If, within a reasonable time, said liens are not satisfied and discharged, NCS shall not be obligated to disburse any funds to Tenant and/or Contractor until said liens are satisfied and released of record.

15. If more than one person executes this Agreement on behalf of a party, the obligations of each such person hereunder shall be joint and several.

16. Whatever the context of this Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine and/or neuter.

17. This Agreement is for the sole protection of the parties to this Agreement, their successors and assigns, and no other person, firm or corporation who is not a party to this Agreement, including but not limited to subcontractors and materialmen, shall have any right of action against them.

18. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, all of which together, when conformed, shall constitute one agreement, binding upon all parties to this Agreement. Facsimile signatures and scanned e-mail signatures shall have the same full force and effect as original signatures.

19. NCS agrees to provide the required Form 1099's in compliance with Section

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6041 of the Internal Revenue Code.

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

LANDLORD: METEJEMEI, LLC

By: ______________________________

Thomas Elardi
Manager

CONTRACTOR:

By: ______________________________
Printed Name:

#________________
Contractor's License Number

TENANT: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: ______________________________
Mason Van Houweling
Chief Executive Officer

PARTNER ENGINEERING AND SCIENCE DBA NEVADA CONSTRUCTION SERVICES:

By: ___________________________

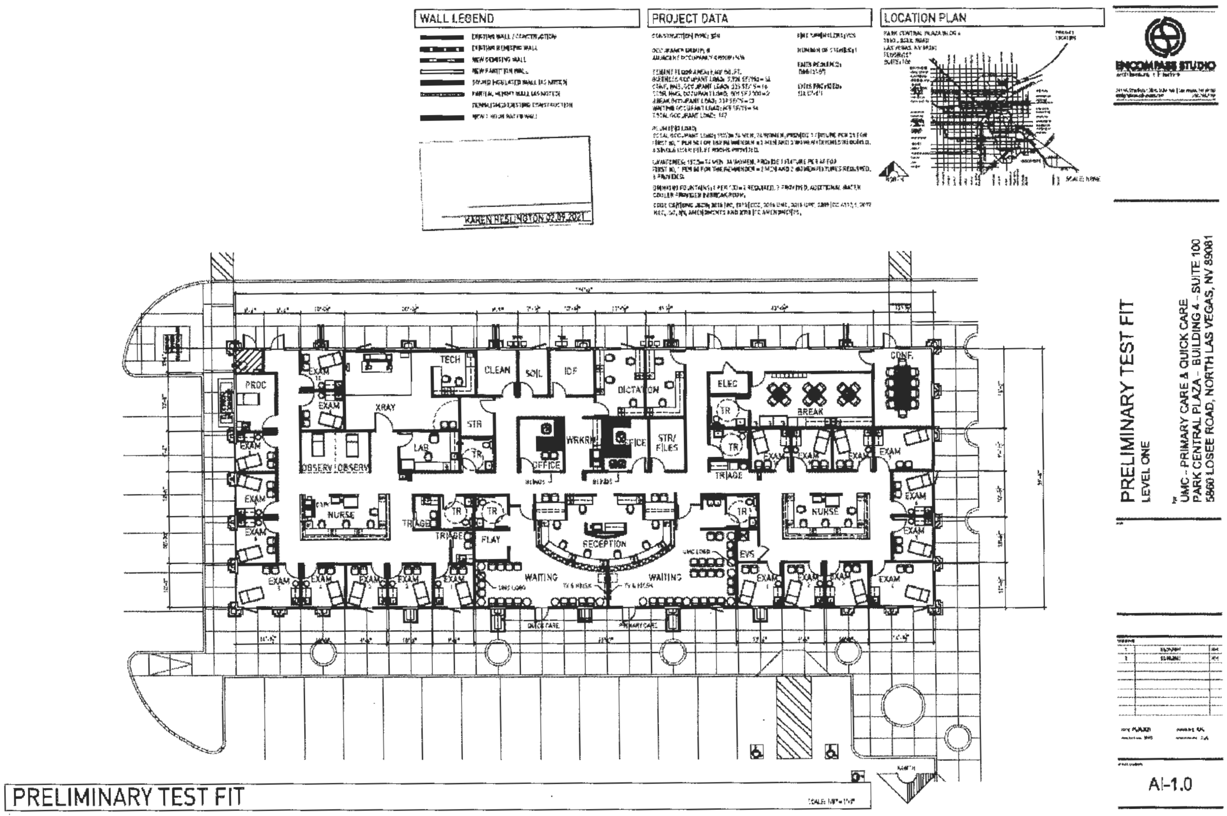
Printed Name: Debra Vogel/President

7674 West Lake Mead, Suite #110
Las Vegas, NV 89128

THOMAS ELARDI T.E.

EXHIBIT "C"

TENTATIVE FLOOR PLAN FOR UMC REVIEW



THOMAS ELARDI
T.E.

EXHIBIT "C" – Page - 1 -

EXHIBIT "D"

TENANT ESTOPPEL LETTER

____________________________(Lender) (Purchaser)
____
____

Attention:

RE: Lease Between ____, as Landlord ("Landlord"), and ______________________________ as Tenant ("Tenant"), dated ________________________, 20__ on Property known as ______________________________________ located at ____________________, ________________, Nevada.

Dear Sirs/Madam:

The undersigned, as Tenant(s) under the subject Lease, understands that you (Lender) are or will be [making a mortgage loan to Landlord which will be secured by property, including the Premises of the subject Lease,][purchasing the Shopping Center or a portion thereof containing the Premises] and hereby certifies, represents, warrants, confirms and agrees with you as follows for your reliance of your successors and assigns:

1. That the undersigned has accepted possession and is in actual occupancy of the Premises of the subject Lease;

2. That the Premises of the subject Lease are fully open for business and are in use by the undersigned, its employees and invitees;

3. That any and all improvements and space required to be furnished by Landlord according to the subject Lease have been completed in all respects and accepted by the undersigned;

4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature;

5. That the subject Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner except as follows: (Write "NONE" if there are none);

6. That the subject Lease sets forth all agreements and understandings of Landlord and the undersigned, as Tenant;

7. That there are no offsets or credit against rentals, that there are no claims or defenses to enforcement of the subject Lease, that rentals have not been prepaid except as provided by the subject Lease terms, and that no periods of free rentals are applicable to the term of the subject Lease except as set forth in Paragraph 4.1 and 4.2;

8. That no broker or other intermediary is entitled to receive any leasing, brokerage or other compensation out of or with respect to rentals of any kind under the subject Lease;

9. That the undersigned has no notice of a prior sale, transfer, assignment, hypothecation or pledge of the subject Lease or rents thereunder;

10. That the term of the subject Lease is for _______ years. The primary Lease term commenced on ______________________ and expires on ____________________________.

THOMAS ELARDI T.E.

11. That the monthly rental is $________________, and rent has been paid to _________________________, 20___;

12. That the undersigned hereby acknowledges and agrees that existing parking facilities meet the requirements of the subject Lease;

13. That the undersigned agrees to notify you at the above shown address, or such address as you may hereafter specify, of any material default on the part of Landlord after the date hereof unless the undersigned is advised by you that the contemplated mortgage loan from you to Landlord will not be made;

14. That the undersigned agrees that without your written consent, the undersigned will not: (a) modify or in any manner alter the terms for the subject Lease; (b) pay the rent or any other sums becoming due under the terms of the subject Lease more than two months in advance; or (c) accept Landlord's waiver of or release from the performance of any obligations of Tenant under the subject Lease;

15. That should you advise the undersigned that Landlord is in default in the indebtedness to you and request that payment of all future rentals be made directly to you pursuant to an Assignment of Leases and Rents, the undersigned agrees that the undersigned shall make all future rental payments under the subject Lease directly to you until instructed otherwise by you;

16. That none of the following events have occurred: (a) the filing by or against the undersigned of a petition in bankruptcy, insolvency, reorganization, or an action for the appointment of a receiver or trustee; or (b) the making of an assignment for the benefit of creditors;

17. That the subject Lease is in full force and effect, is not in default, and is hereby ratified and confirmed;

18. That at the date hereof, there are no defaults by Landlord or the undersigned, as Tenant, in their respective performances of any of the agreements, duties, obligations, terms and conditions of the subject Lease by them respectively to be performed which exist on the date hereof, and that no event has occurred which, after the passage of time or after the expiration of any grace period, right of cure period, or any other period provided by law or by the Lease, would constitute a default under the subject Lease;

19. That the undersigned has not subleased or assigned, whether outright or by collateral assignment, all or any portion of the undersigned's rights under the subject Lease;

20. That the entity, person and/or officer executing this certification is empowered by action, resolution or at law to execute the same, and this certificate shall be binding on the undersigned, its successors and assigns.

[ALTERNATIVES TO ABOVE PROVISIONS IF SPACE IS LEASED BUT NOT YET OCCUPIED OR OPEN:

1. That the undersigned has no reason to believe that it will not accept possession or occupy the Premises of the subject Lease;

2. That the Premises of the subject Lease upon occupancy of the Tenant will be fully open for business and will be used by the undersigned, its employees and invitees;

THOMAS ELIARDI T.E.

3. That Tenant has no reason to believe that any and all improvements and space required to be furnished by Landlord according to the subject Lease will not be completed in all respects and accepted by the undersigned;

4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature required to be filled as of the date hereof;

6. That the term of the subject Lease is for _______ years. The primary Lease term will commence on the Lease Commencement Date set forth in the Lease.

7. That the monthly rental is $________________, and rent has been paid to __________________________, 20____;]

TENANT: ____

a

By:_____________________________________

Name:___________________________________

Its:_____________________________________

Date:____________________________________

THOMAS ELARDI T.E.

EXHIBIT "E"

SIGN CRITERIA

The purposes of these Tenant Sign Criteria (hereinafter referred to as "Criteria") are to establish sign standards necessary to insure adequate Tenant identification within an overall harmony of design for the Shopping Center.

1. Tenant's obligations:

1.1 At its sole cost and expense, Tenant shall be responsible for:

a. Obtaining all necessary approvals and the fulfillment of All governmental requirements, including but not limited to compliance with all applicable building and electrical codes;

b. Criteria conformance and specifications herein stated; and

c. sign design, construction, installation, and maintenance of Tenant's signage.

1.2 Signs built and/or installed without permits and approval by Landlord, governmental agencies having jurisdiction over the Shopping Center (or others having rights of approval of such signs), or contrary to corrections made by Landlord or such governmental agencies, shall be altered to conform to such standards at Tenant's sole cost and expense. If Tenant's sign has not been brought into conformance with fifteen (15) days after written notice from Landlord, Landlord shall have the right to correct said sign at the sole cost and expense of Tenant, and to include such expense as rent due under this Lease.

2. Sign Design:

2.1 Within thirty (30) days of execution of this Lease, Tenant shall submit or cause to be submitted to Landlord two (2) sets of colored detail drawings including a Section Detail for review and approval prior to fabrication of sign(s).

2.2 Detailed drawings shall consist of sign placement on building elevations, exact size, layout, copy, design and color, lighting and materials of proposed signs, including all lettering and/or graphics, dimensional working, drawings, as well as a drawing showing the proposed finished sign(s) in color.

3. Sign Approval:

3.1 All signs shall be reviewed by Landlord, Sign Contractor, and project Architect for conformance with Criteria, overall design quality, and compatibility with regard to the character intended for the Shopping Center.

3.2 Within ten (10) working days after Landlord's receipt of Tenant's detail drawings, Landlord shall approve or disapprove Tenant's sign submittal, which approval or disapproval shall remain the sole right and discretion of Landlord.

THOMAS ELARDI T.E.

4. Governmental Processing:

4.1 Following Landlord's (and any other necessary) approval(s) of proposed sign, Tenant shall submit or cause to be submitted to governmental agencies having jurisdiction over the Shopping Center, applications for all permits for signs and installation by Sign Contractor at Tenant's expense to obtain said permits. Tenant/Sign Company must contact Landlord's roofing company for inspection after the installation of the Tenant's signage to insure roof warranty remains valid. Sign Contractor must submit to Landlord a certificate of liability insurance listing METEJEMEI, LLC as an additional insured prior to the commencement of sign installation.

4.2 Tenant shall furnish Landlord with a copy of said permits prior to installation of Tenant's sign.

5. Fabrication and Specification of Sign:

5.1 All signs shall be made of permanent materials. All metal parts shall be galvanized or permanently coated with a rust inhibiting finish. All signs structures, supports, fittings and hardware shall be concealed or integrated into the signage design.

6. Shop Tenant Primary Sign(s):

6.1 Sign shall be mounted on the face of the canopy or fascia over the entrance to the shop in the banded area designated for signage throughout the Shopping Center and shall be the primary shop tenant sign identification as approved in writing by Landlord. Such sign shall be internally illuminated, individual colored Plexiglass face letters. Letter height shall be identical and not to exceed 24" (note – no wall sign shall project out from the wall more than two feet measured to the front of the sign; no portion of any wall sign shall project beyond the end to top of the wall to which the wall sign is attached). Type-face and color shall be selected only from the colors listed in section 12.1 Channel Letter Specifications.

Length of sign shall be determined as follows:

16' - 35'	16' maximum width
36' – 50'	34' maximum width

Small logos of not more than 36" high may be allowed provided they are:

a. Compatible with the overall design, quality, and character intended for the Shopping Center; and,

b. Previously approved in writing by Landlord.

7. Pad Building Signs:

7.1 Such sign shall be mounted on the fascia in the banded area designated for signage and shall be the primary sign identification for the pad buildings and approved in writing by Landlord. Pad buildings shall be allowed signage on a

THOMAS ELARDI T.E.

maximum allowed by applicable governmental regulations. All other sign criteria and sign specifications in the Shopping Center shall apply.

8. Tenant Monument Sign(s):

8.1 Tenant will be designated by Landlord and the monument sign will be in accordance with the applicable governmental regulations, these Sign Criteria, and as approved for in the Lease Agreement.

9. All Tenants (Window Sign):

9.1 Shall be a window sign of not more than one (1) square foot of area located on Tenant's main front door. Such sign shall be white lettering applied to the inside of the glass surface by either hand painted, decal, or pressure-applied letters and graphics, indicating hours of business, telephone numbers for emergency contact, approved credit cards, etc.; provided, however, that the foregoing limitations shall **not** apply to those signs required by law, governmental order, or agency rule or regulation to be displayed by Tenant. No other window signage is permitted, including but not limited to temporary signs, sales banners, poster, other painted signs and product information posted on the windows or placed within 24" of the window.

10. All Tenants (Back Doors):

10.1 Sign shall include Tenant's Business Name and suite number and shall not exceed two square feet in the in the sign face area. Such sign colors shall reflect the colors of the associated building architecture, in accordance with the standard to be provided by Landlord.

11. All Tenants (Front Door Suite Numbers:

11.1 Sign is intended for address identification. Standard to be provided by Landlord.

12. Channel Letter Specifications:

12.1 Shop tenants may choose among the following Acrylite plex face colors:

Red	#211-1
Yellow	#407-2
Green	#506-0
White	#015-2
Blue	#607-1

Trim caps and returns are to be in black, letter depth 5". Illumination will be 30 milliamp transformers using 4500 white neon. Paint the interior of each individual letter white.

THOMAS ELARDI T.E.

13. Sign Installation:

13.1 Not later than thirty (30) days after Tenant's opening for business, Tenant shall install or cause to be installed and maintain Tenant's signage in accordance with these Criteria.

13.2 Sign Contractor shall provide all necessary fastening and bracing to securely install sign (for wind loads, etc.). Penetrations through walls shall be flashed or sealed by Sign Contractor in a manner approved by the Project Architect. No roof penetrations shall be made without Landlord's prior written consent. All roof penetrations must be inspected and approved by Landlord's roofing company to insure the roof warranty remains valid.

13.3 Tenant, at Tenant's expense, shall immediately repair any damage caused by Sign Contractor, which has occurred to the premises during the course of installation of Tenant's sign. All debris to be removed by Tenant's Sign Contractor.

14. Restrictions:

14.1 Permanent advertising devices such as attraction boards, posters, banners, and flags are not permitted.

14.2 Flashing, animated, audible, revolving or other signs that create the illusion of animation are not permitted.

14.3 Exposed junction boxes, lamps, tubing, conduits, raceways or neon crossovers of any type are not permitted.

14.4 Damaged portions of any sign(s) shall be replaced within three (3) business days. In the event Tenant shall be unable to effect such repair or replacement within said period for any reason (other than financial inability) beyond its control, Tenant shall notify Landlord and provide to Landlord a plan of action(s) to be taken to ensure that such repair or replacement shall be continuously pursued with due diligence until completed.

15. Abandonment of Signs:

15.1 Tenant's signs remaining on the Premises after Tenant's vacating said premises shall become the property of Landlord, unless prior written agreement has been reached by Landlord and Tenant.

16. Sign Removal:

16.1 Upon expiration of this Lease or any extension thereof, Tenant shall forthwith remove all signs, cap all electric connections, and restore all sign areas to their original condition, normal reasonable wear excepted.

17. Sign Team: Contact Douglas L. Crook 702-210-9500; douglaslee.crook@gmail.com

THOMAS ELARDI T.E.

Development Investment Brokerage

Douglas L. Crook & Associates

Signage Application

APPLICANT/ OWNER INFORMATION:

Date:____

Name:____

Mailing Address:____

City: ______________________________ State:_____________ Zip Code:__________

Telephone (   ) ______-__________ ; Cell (   ) ______-________________

email address: ____

PROJECT DATA:

Project Name/ Tenant:____

Project Address: ____

Tenant Contact Person:____

Contact Person cell phone: ____

Contact Person email address: ____

SIGNAGE CONTRACTOR:

Name:____

Mailing Address:____

City: ______________________________ State:_____________ Zip Code:__________

Telephone (   ) ______-__________ ; Cell (   ) ______-________________

email address: ____

*** Please see Lease Exhibit E for Signage rules & details ***

THOMAS ELARDI T.E.

EXHIBIT "E-1"

TENANT'S APPROVED BUILDING SIGN

THOMAS ELARDI
T.E.


UMC
Quick Care
Google
THOMAS ELARDI
T.E.

EXHIBIT "F"

RESTRICTIONS ON USE

Landlord represents and warrants to Tenant that there are no restrictions that would impair Tenant's use of the Premises as provided in Section 1.10(o) and Section 25.1.

THOMAS ELARDI
T.E.

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 <u>all Corporate Officers and Directors only</u>.

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

1) Indicate if any individual members, partners, owners or principals involved in the business entity <u>are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)</u>. 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 <u>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)</u> (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, <u>this section must be completed</u> in its entirety.

THOMAS ELARDI
T.E.

REVISED 7/25/2014

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name: (Include d.b.a., if applicable)	METEJEMEI, LLC	
Street Address:	3411 Las Vegas Blvd South	Website:
City, State and Zip Code:	Las Vegas Nevada 89109	POC Name: Thomas Elardi Email: tee@casinoroyalehotel.com
Telephone No:	702-650-4740	Fax No:
Nevada Local Street Address: (If different from above)	5860 Losee Road	Website:
City, State and Zip Code:	North Las Vegas, Nevada 89081	Local Fax No:
Local Telephone No:	702-210-9500	Local POC Name: Douglas Crook Email: douglaslee.crook@gmail.com

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Thomas Elardi	Manager	
Margaret Elardi	Manager	100%

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

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

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

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

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

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

Thomas Elardi
Signature

Thomas Elardi
Print Name

Manager
Title

5/7/21
Date

THOMAS ELARDI T.E.

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

THOMAS ELAAJI T.E.

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

Issue:	**Sixth Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and its School of Medicine (UNLV School of Medicine)**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Sixth Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and its School of Medicine; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000824000 Funded Pgm/Grant: N/A
Description: Affiliation Agreement
Bid/RFP/CBE: NRS 332.115.1 (b) Professional Services
Term: One Year from July 1, 2021
Amount: NTE $18,890,371.00 per month
Out Clause: Terminates upon execution of Academic Health Center Master Affiliation to five years, then either party may request renegotiation with 30 days' notice

BACKGROUND:

In June, 2016, UNLVSOM and UMC entered into a Preliminary Affiliation Agreement ("Agreement") under which both parties would work together to set the framework for the creation of a premier academic health center that integrates the expertise of the UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans. In December 2016, the Agreement was amended with regard to Section 13.2 (Early Termination) changing the closing date from December 31, 2016 to July 1, 2017.

In June, 2017, the Second Amendment modified Sections 3.1 (Master Affiliation Agreement for GME), Section 6 (Professional Services and Academic Support) and added Section 15 (Electronic Health Records) to the Agreement. It also set an amount for Mission Support to $6,400,000.00 per year and Resident Salaries to $13,653,247.00 per year. The Third, Fourth and Fifth Amendments were subsequently entered into to set resident salaries and Academic Mission Support Fees for those respective academic years (2018-2021).

Cleared for Agenda
May 19, 2021

Agenda Item #

12

This Sixth Amendment again revises Schedule 1, Resident Salaries and Mission Support to set forth the monthly FTE hours and set the not-to-exceed annual amount of $15,190,371.00 for Resident Salaries and annual payment of $3,700,000.00 for Academic Mission Support for the 2021-2022 Academic Year. The total not to exceed is $18,890,371.00 per year; a decrease of $22,707.00 from the prior academic year.

UMC's Academic & External Affairs Officer has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

SIXTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS SIXTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this "**Sixth Amendment**"), is entered into by and between the Board of Regents of the Nevada System of Higher Education, ("**NSHE**"), on behalf of the University of Nevada, Las Vegas, ("**UNLV**") and its School of Medicine ("**UNLV School of Medicine**") and the University Medical Center of Southern Nevada ("**UMC**") with the intent it be effective on July 1, 2021, and;

<u>WITNESSETH</u>

WHEREAS, the parties entered into that certain Preliminary Affiliation Agreement, dated June 21, 2016 setting forth the framework for the creation of a premier academic health center that integrates the expertise of the UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

WHEREAS, the parties executed that certain First Amendment to the Preliminary Affiliation Agreement, dated on or about December 14, 2016, for the purpose of amending Section 13.2 of the Preliminary Affiliation Agreement;

WHEREAS, the parties executed that certain Second Amendment to the Preliminary Affiliation Agreement, dated on or about June 30, 2017, for the purpose of amending Section 3.1 (Master Affiliation Agreement for GME), Section 6 (Professional Services and Academic Support) and adding Section 15 (Electronic Health Records) to the Preliminary Affiliation Agreement;

WHEREAS, the parties executed that certain Third Amendment, Fourth Amendment and Fifth Amendment to the Preliminary Affiliation agreement to amend Schedule 1 of the Agreement for resident salaries and mission support;

WHEREAS, pursuant to Section 9.1 of the Preliminary Affiliation Agreement, the parties mutually agree to continue negotiations towards an Academic Health Center Master Affiliation Agreement, unless otherwise mutually agreed;

WHEREAS, the UNLV School of Medicine and UMC desire to amend <u>Schedule 1</u> to the Preliminary Affiliation Agreement in order to set forth UMC's funding of resident salaries and its academic mission support for Academic Year 2021-2022; and

WHEREAS, capitalized terms not defined herein have the meanings given to such terms in the Preliminary Affiliation Agreement.

NOW, THEREFORE, NSHE, UNLV, UNLV School of Medicine and UMC agree that the Preliminary Affiliation Agreement is amended as follows:

1. <u>Schedule 1</u>

In accordance with Section 6 of the Preliminary Affiliation Agreement, <u>Schedule 1</u> is hereby amended and replaced with a new <u>Schedule 1</u>, attached hereto, for Academic Year 2021-2022.

2. <u>No Further Modifications</u>

Except as modified in this Sixth Amendment, all other terms and conditions of the Preliminary Affiliation Agreement, as amended, shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Preliminary Affiliation Agreement and the terms of this Sixth Amendment, the terms of this Sixth Amendment shall prevail. This Sixth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Sixth Amendment on the dates as set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:______________________________ Date: ______________

Mason Van Houweling
Chief Executive Officer

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the University of Nevada, Las Vegas

By:______________________________ Date: 5/13/21

Marc Kahn
Dean, UNLV School of Medicine

By:______________________________ Date: 5/13/2021

Keith E. Whitfield
President, University of Nevada, Las Vegas

Approved as to Legal Form:

By: Elda Luna Sidhu Date: 05-12-2021

Elda Luna Sidhu
General Counsel, University of Nevada, Las Vegas

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2021-22

In furtherance of the common mission of the academic health center, UMC has agreed to provide academic mission support to UNLV School of Medicine, its primary and preferred medical education affiliate, for the purpose of ongoing joint efforts in the areas of teaching, research and/or community service.

Academic Mission Support: **$3,700,000.00** (such amount shall be paid monthly in equal installment on or about the 15th day of the month)

Resident salaries for the 2021-2022 Academic Year:

Resident Salaries: Not to exceed **$15,190,371.00** (amounts will be paid monthly upon receipt of an invoice in accordance with Section 6.1(c) and the table reflecting the applicable resident FTEs below)

Programs	PGY 1	PGY 2	PGY 3	PGY 4	PGY 5	PGY 6	FTE Totals:
Cardiology	-	-	-	1.86	2.07	2.07	6.00
Child & Adolescent Psychiatry	-	-	-	0.63		-	0.63
Emergency Medicine	6.00	8.07	7.93	-	-	-	22.00
Endocrinology	-	-	-	1.00	1.00	-	2.00
Family Medicine	5.00	4.00	4.00	-	-	-	13.00
Family Medicine Rural	2.00	0.1	0.2	-	-	-	2.3
Gastroenterology	-	-	-	0.94	1.07	1.07	3.08
General Surgery	4.00	3.34	2.42	2.67	3.50	-	15.93
Geriatric Medicine	-	-	-	0.40	-	-	0.40
Internal Medicine	20.86	17.85	17.64	-	-	-	56.35
OB/GYN	3.25	3.26	3.34	5	-	-	14.85
Orthopaedic Surgery	3.67	3.00	4.00	3.00	4.00	-	17.67
Otolaryngology	2.00	1.00	1.00	1.00	1.00	-	6.00
Pediatrics	6.13	4.86	5.77	-	-	-	16.76
Pediatric Emergency Medicine	-	-	-	2	2	-	4.00
Plastic Surgery	1.00	1.00	1.00	0.75	1.00	1.00	5.75
Psychiatry	5.00	4	-	1.50	-	-	10.50
Pulmonary Critical Care	-	-	-	1.96	1.92	2.04	5.92
Critical Care Medicine	-	-	-	4.11	2.04	-	6.15
Sports Medicine	-	-	-	0.50	-	-	0.50
Surgical Critical Care	-	-	-	-	-	5.09	5.09
Total FTE							**214.88**

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

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

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
May 19, 2021

Agenda Item #
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