



## UMC Audit and Finance Committee Meeting

Wednesday, January 22, 2025 2:00 p.m.

UMC Trauma Building - Providence Suite - 5th Floor

## **AGENDA**

**University Medical Center of Southern Nevada  
GOVERNING BOARD  
AUDIT & FINANCE COMMITTEE  
January 22, 2025 2:00 p.m.  
800 Hope Place, Las Vegas, Nevada  
UMC Trauma Building, ProVidence Suite (5<sup>th</sup> Floor)**

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

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

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

### **SECTION 1: OPENING CEREMONIES**

#### **CALL TO ORDER**

1. Public Comment

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of December 6, 2024. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

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

4. Receive a report on the status of the Façade Project from Shana Tello, UMC Academic and External Affairs Administrator; and direct staff accordingly *(For possible action)*
5. Receive the monthly financial report for November FY25 and December FY25; and direct staff accordingly. *(For possible action)*



6. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*
7. Review and recommend for ratification by the Governing Board the Amendment to the Hospital Services Agreement with Aetna Health, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for ratification by the Governing Board the Provider Services Agreement with Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Amendment to the Hospital Services Agreement with Health Direct Partners for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Dialysis Products Purchase Agreement with Vantive US Healthcare LLC; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Governing Board the Purchaser-Specific Agreement and Addendum with CyraCom, LLC for Interpretation and Translation Services; authorize the Chief Executive Officer to exercise any renewal options; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for award by the Governing Board the Bid No. 2024-16, UMC 5409 E Lake Mead Blvd Remodel Project PWP# CL-2025-183, to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Governing Board the Order Form with CarePort Health, LLC for CarePort Transition implementation and subscription services; authorize the Chief Executive Officer to execute the extension options and future amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

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

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

### **COMMENTS BY THE GENERAL PUBLIC**

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

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

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

**University Medical Center of Southern Nevada  
Governing Board Audit and Finance Committee Meeting  
December 4, 2024**

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

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

**CALL TO ORDER**

**Board Members:**

**Present:**

Robyn Caspersen  
Jeff Ellis (via WebEx)  
Harry Hagerty  
Christian Haase (via WebEx)  
Mary Lynn Palenik (via WebEx)

**Absent:**

Dr. Donald Mackay (Excused)

**Others Present:**

Mason Van Houweling, Chief Executive Officer  
Tony Marinello, Chief Operating Officer  
Jennifer Wakem, Chief Financial Officer (WebEx)  
Deb Fox, Chief Nursing Officer  
Maria Sexton, Chief Information Officer (WebEx)  
Chris Jones, Executive Dir. Of Support Services  
Susan Pitz, General Counsel  
Lia Allen, Assistant General Counsel - Contracts  
Stephanie Ceccarelli, Board Secretary

**SECTION 1. OPENING CEREMONIES**

**ITEM NO. 1 PUBLIC COMMENT**

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

Speaker(s): None

**ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on November 6, 2024. *(For possible action)***

FINAL ACTION:

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

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

Item 11 was removed from the agenda.

FINAL ACTION:

Motion was held for approval due to technical difficulties. The Committee heard the financial statements at this time.

**SECTION 2. BUSINESS ITEMS**

**ITEM NO. 4 Receive the monthly financial report for October FY25; and direct staff accordingly. (*For possible action*)**

DOCUMENTS SUBMITTED:

- October FY25 Financials

DISCUSSION:

Admissions were 3% below budget. Adjusted average daily census was 591. ALOS 6.08. Hospital CMI was 1.99 and Medicare was 2.01. Inpatient surgeries were above budget 4.42% and outpatient surgeries were above budget 23%. There were 15 transplants and total ER visits were 4% below budget. ED to observation was at 21.65%. Quick care volumes were 3% below budget and primary cares were above budget 18%. There were 410 telehealth visits. Ortho visits were up 8% and there were 99 deliveries.

Key stats trended were compared to the 12-month average. Admissions were 15 above the 12-month average. Average length of stay has come down to 6.08. Inpatient surgery cases were up by 94 cases and outpatient cases were up 172. ER visits were up by 120 visits. The ED to observation rate was at 8.97%. Telehealth was at a record low. Ortho was 500 cases above the 12-month average.

Payor mix trended showed commercial up 1%, Medicaid was down 2.39% and Medicare was up 1.47. The ED payor mix showed Medicaid was down 3.63% and self-pay was up 1.15%.

Payor mix trends by inpatient surgical volumes showed commercial up 2.69%, Medicaid down 1.83%, Medicare up 1.32% and self-pay was down 1.64%. Outpatient commercial was up 1.71%, Medicaid down 3.19%, and Medicare up 3.27%.

The income statement for October showed net patient revenue above budget \$5.2 million. Other revenue was up \$2.2 million. Total operating revenue was

above budget \$7.3 million. Operating expenses were significantly above budget \$14.4 million. Income from ops showed a loss of \$3.9 million. We were \$6.9 million below budget for the month.

Income statement year to date, net patient revenue is above budget \$10.7 million and other revenue was up \$5.6 million. Total operating revenue was above budget \$16.3 million. Operating expenses were \$23.6 million higher than budget, leaving us \$7.5 million below budgeted expectations in earnings. The income statement trended was reviewed as informational.

Salaries, wages and benefits for October were \$8.1 million over budget. Overtime was good, but salaries were high, as FTEs are more than budget. Key drivers driving high salaries included the out of period COLA payment and physician salaries.

SWB trended highlighted the increase in contract labor due to the need for physicians and radiologists. Contract labor was also added to the HIM department to build the clinical documentation improvement team. Overtime was a record low at 2%.

Chair Caspersen would like the committee to receive forecast of what is expected through the end of the fiscal year. There was continued discussion regarding this topic. The committee would like to also see action plans to improve the current financial status.

All other expenses were over \$6.3 million, primarily due to supplies and purchased services.

Financial indicators were discussed in profitability, labor, liquidity and cash collections. Net to gross was in the green at 18.3%, labor was in the red, day's cash on hand decreased slightly and cash collections were all green.

Ms. Wakem provided an update on the FY25 organizational goals and noted that there has been progress. There was continued discussion regarding bonus accruals and adjustments.

Next, the Committee discussed concerns related to cash flow. Ms. Wakem explained that we are still awaiting outstanding supplemental payments.

Lastly, the balance sheet was reviewed.

**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 provided the following updates:

- DSH Audit – The annual DSH audit results for FY21 showed no over payments for UMC. There was continued discussion regarding how many years remaining for the audits and suspected overpayments for the next 2 audit years.
- The Medicare Cost Report was submitted for FY24. Payment is expected in February 2025.
- An update will be provided on a potential new supplemental payment program.

FINAL ACTION TAKEN:

None taken

**At this time the Committee returned to approve the Agenda.**

FINAL ACTION TAKEN:

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

**ITEM NO. 6 Review and recommend for ratification by the Governing Board the First Amendment to the Consulting Provider Agreement with Health Plan of Nevada for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- First Amendment to Consulting Provider Agreement – Redacted
- Disclosure of Ownership

DISCUSSION:

This amendment shall also add orthopedic, internal medicine and emergency services, and also update the compensation plan to include consulting services, effective as of July 1, 2024.

FINAL ACTION TAKEN:

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

- ITEM NO. 7** **Review and recommend for ratification by the Governing Board the Second Amendment to Medicaid / Nevada Check-up Consulting Provider Agreement with Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. (*For possible action*)**

DOCUMENTS SUBMITTED:

- Medicaid Agreement – Second Amendment
- Disclosure of Ownership

DISCUSSION:

This is second amendment will, add internal medicine and emergency medicine services, with an effective date of July 1, 2024.

FINAL ACTION TAKEN:

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

- ITEM NO. 8** **Review and recommend for ratification by the Governing Board the Second Amendment to Individual / Group Provider Service Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc., for Managed Care Services; or take action as deemed appropriate. (*For possible action*)**

DOCUMENTS SUBMITTED:

- Service Agreement – Second Amendment
- Disclosure of Ownership

DISCUSSION:

This second amendment will add hospitalist and emergency medicine services under the agreement, effective July 1, 2024.

FINAL ACTION TAKEN:

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

- ITEM NO. 9** **Review and recommend for ratification by the Governing Board the Third Amendment to Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. for Managed Care Services; or take action as deemed appropriate. (*For possible action*)**

DOCUMENTS SUBMITTED:

- Hospital Services Agreement – Third Amendment
- Disclosure of Ownership

DISCUSSION:

This third amendment will extend the term of the agreement for an additional 3 years and will update the transplant and urgent care rates and attachments.

FINAL ACTION TAKEN:

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

**ITEM NO. 10 Review and recommend for ratification by the Governing Board the National Transplant Services Agreement with Kaiser Foundation Hospitals for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Transplant Services Agreement
- Disclosure of Ownership

DISCUSSION:

This new transplant services agreement establishes that UMC shall be paid for authorized covered services rendered to Kaiser members at the negotiated rates. This is a one year term with four, one-year successive renewal terms. This Agreement needed execution immediately as Kaiser requires a minimum of 30 days to setup new agreements and rates before they become effective. The agreement will be effective January 1, 2025.

The team explained the process that UMC will receive Kaiser patients from other markets.

FINAL ACTION TAKEN:

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

**ITEM NO. 11 Review and recommend for approval by the Governing Board the Provider Services Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

This item was removed from the agenda.

FINAL ACTION TAKEN:

None

- ITEM NO. 12 Review and recommend for approval by the Governing Board the Memorandum of Understanding with SCAN Health Plan Nevada for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Memorandum of Understanding
- Disclosure of Ownership

DISCUSSION:

This New agreement will be effective January 1, 2025 for a term of one-year. UMC will be the provider for over 280K SCAN beneficiary members residing in California, Arizona, Texas and Nevada.

FINAL ACTION TAKEN:

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

- ITEM NO. 13 Review and recommend for approval by the Governing Board the Agreement with Optiv Security Inc. for the Exabeam Fusion Platform; authorize the Chief Executive Officer to execute future Order Forms within his delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Master Purchase Agreement
- Exabeam Quote
- Disclosure of Ownership

DISCUSSION:

This request is to enter into a new agreement with the vendor for security software. Exabeam helps UMC maintain HIPAA compliance by enhancing its security monitoring. This is a 3-year agreement for data security.

FINAL ACTION TAKEN:

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

- ITEM NO. 14 Review and recommend for approval by the Governing Board the RQI Program Renewal Change Order No. 2 with RQI Partners, LLC for CPR training services; authorize the Chief Executive Officer to execute future**



amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Program Renewal – Change Order #2

DISCUSSION:

This Change order will extend the term of the agreement for an additional 3 years and renew the subscription service for licensure and provide 21 simulation stations for employee training and recertification.

FINAL ACTION TAKEN:

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

**ITEM NO. 15 Review and recommend for approval by the Governing Board the Agreement with Tegria Services Group – US, Inc. for the Epic Forms Conversion Project; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:

- Statement of Work
- Disclosure of Ownership

DISCUSSION:

This is a new agreement with Tegria Services for Epic forms conversion. The vendor will manage onboarding requirements including planning, design, form recreation, training, workflow implementation and signature capture.

Chair Caspersen asked if this was part of the original integration with Epic. Ms. Sexton responded that Epic Forms was available previously and we are now choosing to move forward with implementation of this tool. There was continued discussion regarding signature verification concerns.

FINAL ACTION TAKEN:

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

**ITEM NO. 16 Review and recommend for award by the Governing Board, the RFP No. 2024-09 for Out-of-State Medicaid Billing and Collections to Firm Revenue Cycle Management Services, LLC; authorize the Chief Executive Officer to sign the Service Agreement, and execute any extension options and future amendments within the not-to-exceed**

**amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- RFP 2024-09 – Out of State Medicaid Billing and Collections Service Agreement
- Disclosure of Ownership

DISCUSSION:

A request for proposal was published in August of 2024. Five responses were received. Firm was selected as the lowest qualified bidder. The term of the agreement is to begin on the effective date and continue through for five years. Firm will review and determine patient's eligibility for out of state Medicaid. There was continued discussion regarding the process of posting RFPs to satisfy statutory requirements.

FINAL ACTION TAKEN:

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

**ITEM NO. 17 Review and recommend for award by the Governing Board the Bid No. 2024-10, UMC Main Lobby Level 1 Remodel Project PWP# CL-2025-083, to JMB Construction, Inc., the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- ITB 2024-10 Remodel Project Agreement
- Disclosure of Ownership

DISCUSSION:

The request for bids was submitted on October 3, 2024 and there were 2 responsive bidders. JMB Construction was awarded as the lowest responsive qualified bidder. This project includes a refresh of the main lobby and adjacent areas and addition of new LED lighting.

FINAL ACTION TAKEN:

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

**SECTION 3: EMERGING ISSUES**

**ITEM NO. 14 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*)**

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.

There were none.

**COMMENTS BY THE GENERAL PUBLIC:**

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:17 p.m., Chair Caspersen adjourned the meeting.

**MINUTES APPROVED:**

Minutes Prepared by: Stephanie Ceccarelli

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

<b>Issue:</b> <b>Façade Project Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee receive a report on the status of the Façade Project from Shana Tello, Academic and External Affairs Administrator regarding the Façade Project progress; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
January 22, 2025

Agenda Item #

**4**



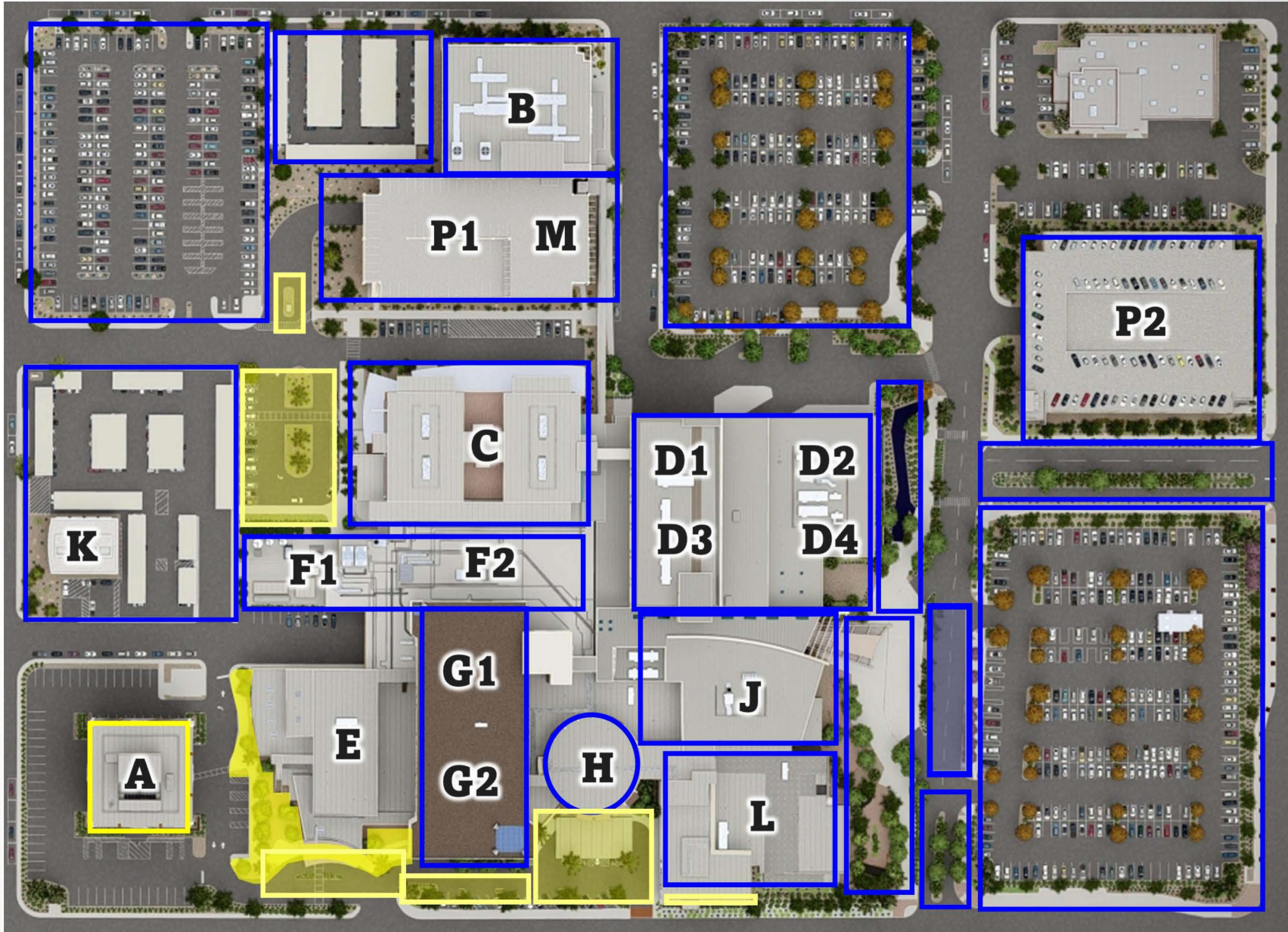
Re**VITAL**ize

# ReVITALize Façade Update

Audit & Finance | January 22, 2025

Completed 2023-2024	Trauma Building (Bldg. B) Trauma Visitors/Employee Parking (Trauma North & South Lot) 7 Story Tower (Bldg. G) Trauma Healing Garden Trauma Parking Garage (P1 Parking Lot) Employee Parking (J Parking Lot) Employee Parking Garage (P2 Parking Lot ) Trauma Green Mile (Bldg. M) North East Tower (Bldg. D) Parking Lot I (West Parking Lot) Physician Parking (K Parking Lot) ER Building (Bldg. C) New entrance Shadow Lane Main Entrance (Bldg. J)
Completion: 2025	Southeast Building (Bldg. L) Tank Farm (F1) Connecting Hallway between ED & 7 <sup>th</sup> Story Tower (F2) ✓ A Lot (Southeast Parking Lot) Charleston Healing Garden ✓ Day Surgery (Bldg. E) Round Building (Bldg. H) 2040 (Bldg. A)





## Building Key

- A:** 2040
- B:** Trauma
- C:** Adult Emergency
- D:** North-East Tower
- E:** Adult Day Surgery
- F:** Mechanical Plant
- G:** 7 Story Tower
- H:** Round Building
- J:** Main Admitting
- K:** Physician Parking
- L:** 2 & 3 South
- M:** Green Mile
- P1:** Trauma Garage
- P2:** Employee Garage

*Blue* completed  
*Yellow* in-progress

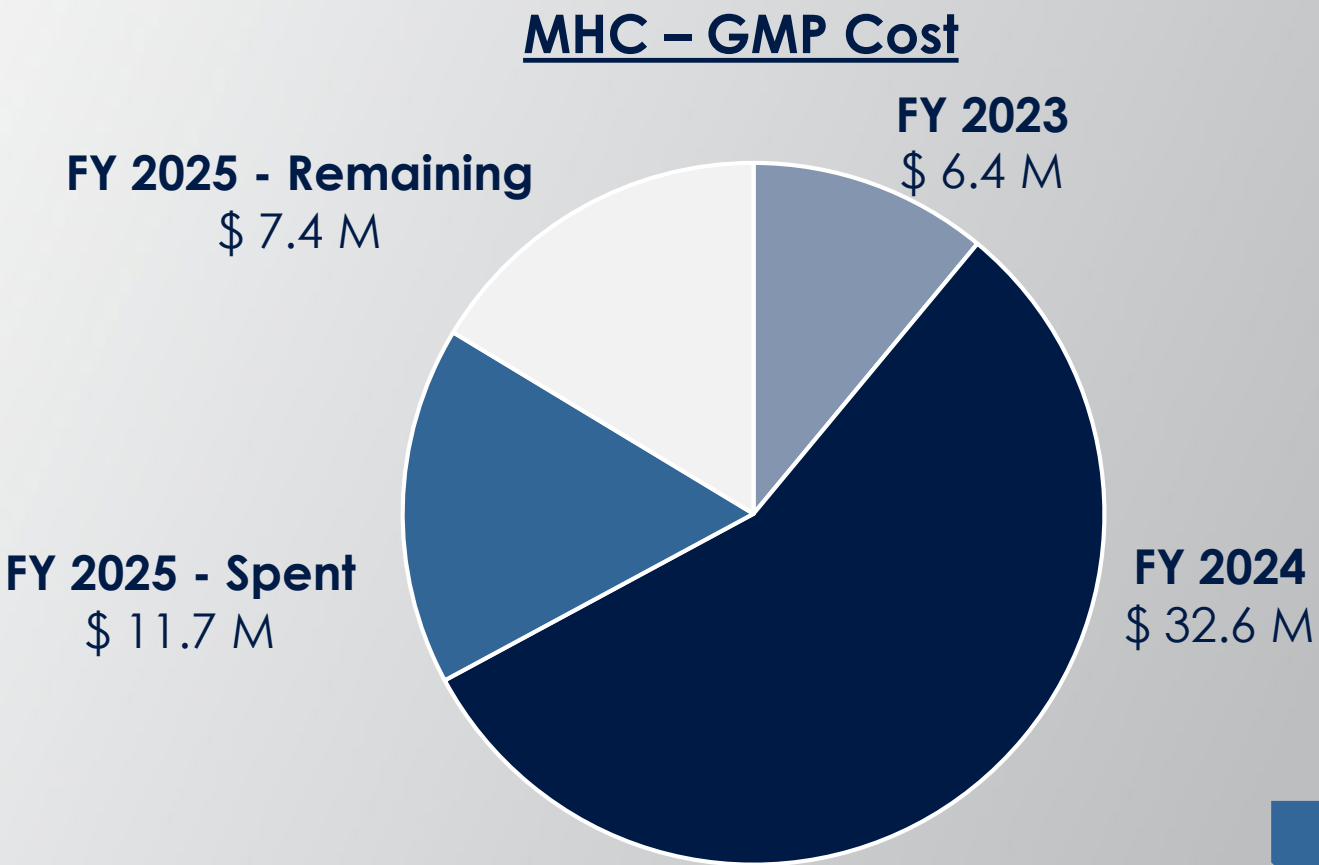






**General Contractor:** Martin Harris Construction (MHC)

**TOTAL GMP COST (MHC) = \$ 58.2 million**



## Mitigation Items

Closure of Main Entrance

Ambulatory Surgery Routing Patients to Main Entrance

Emergency entrance underground utility excavation & design review

IT Fiber Coordination

Trauma Additional Signage

City Work: Tonopah & Wellness Corner Closure & Tire Punctures Due to Debris



Completed  
87%

April 2023  
Start

January  
2025

June 2025  
End

Oct 2025  
Closeout



Shadow Lane Entrance



Main Entrance



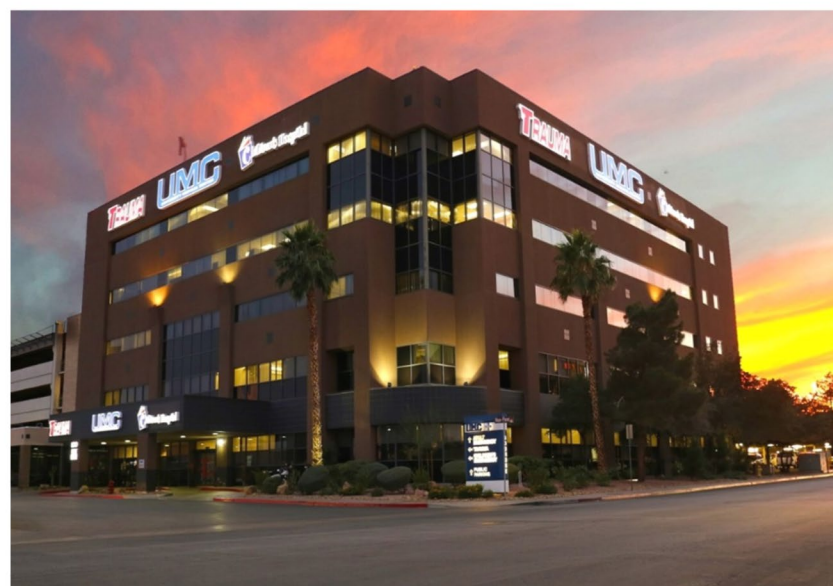
BEFORE



AFTER



2040 Bldg.



Trauma /  
Children's Hospital



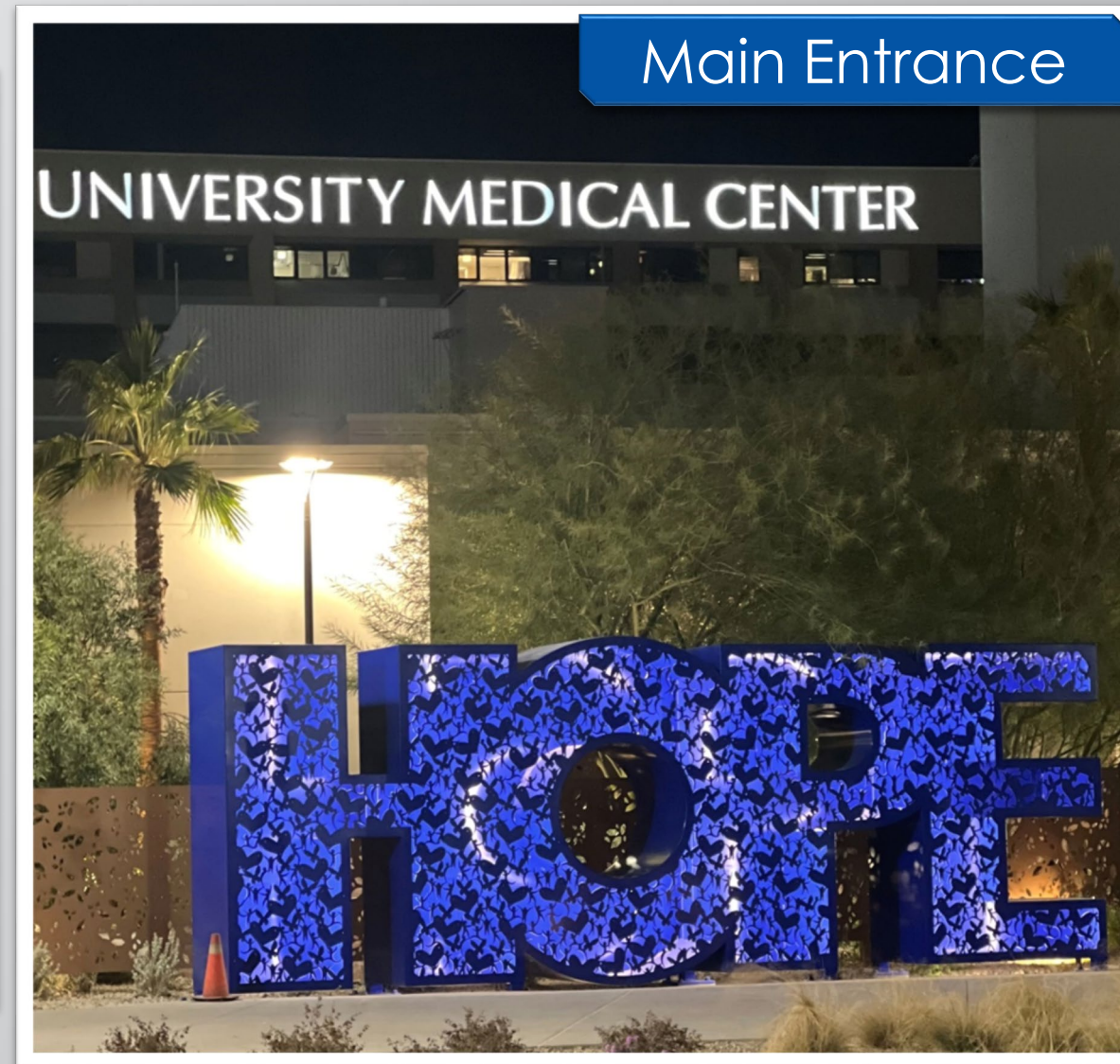




## Time Capsule

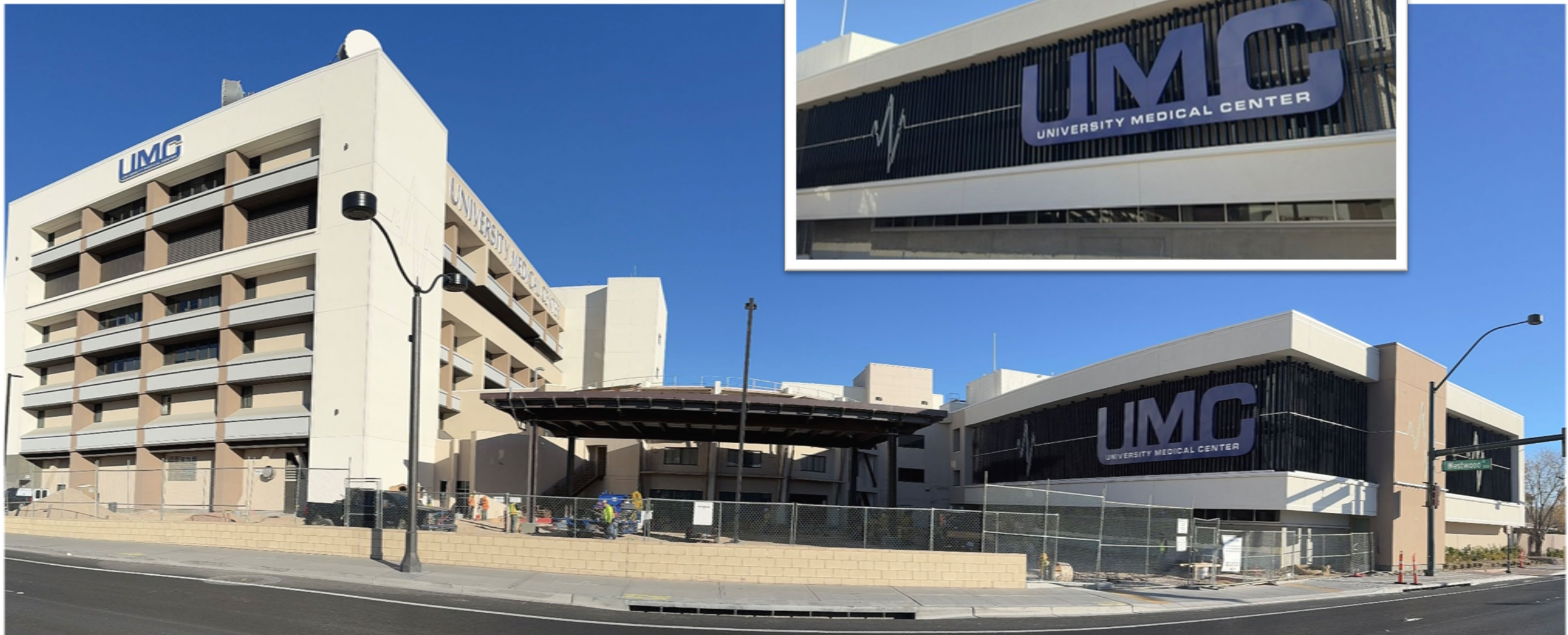








## CAMPUS CHARLESTON BLVD VIEW





# Main Entrance





# Healing Gardens



# QUESTIONS?



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

<b>Issue:</b>	<b>Monthly Financial Reports for November FY25 and December FY25</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee receive the monthly financial report for November FY25 and December FY25; and direct staff accordingly. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Chief Financial Officer will present the financial report for November and December FY25 for the committee's review and direction.

Cleared for Agenda  
January 22, 2025

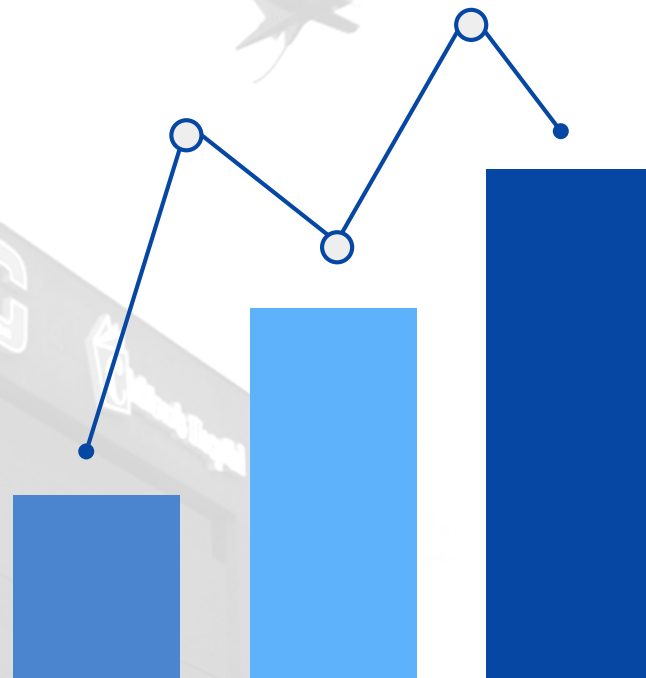
Agenda Item #

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# November 2024 Financials

AFC Meeting



# KEY INDICATORS NOV



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	17,105	18,247	(1,142)	(6.26%)	17,894	(789)	(4.41%)
Total Admissions	1,855	2,007	(152)	(7.56%)	1,930	(75)	(3.89%)
Observation Cases	808	844	(36)	(4.27%)	844	(36)	(4.27%)
AADC (Hospital)	548	583	(35)	(6.07%)	566	(18)	(3.23%)
ALOS (Admits)	5.90	5.88	0.02	0.30%	5.75	0.15	2.61%
ALOS (Obs)	1.20	1.39	(0.19)	(13.67%)	1.39	(0.19)	(13.67%)
Hospital CMI	1.84	1.80	0.05	2.22%	1.80	0.05	2.22%
Medicare CMI	1.99	2.04	(0.04)	(2.46%)	2.04	(0.05)	(2.46%)
IP Surgery Cases	740	830	(90)	(10.84%)	771	(31)	(4.02%)
OP Surgery Cases	637	603	34	5.64%	531	106	19.96%
Transplants	15	13	2	15.38%	13	2	15.38%
Total ER Visits	8,907	9,235	(328)	(3.55%)	9,054	(147)	(1.62%)
ED to Admission	12.91%	-	-	-	13.32%	(0.41%)	-
ED to Observation	8.87%	-	-	-	9.05%	(0.18%)	-
ED to Adm/Obs	21.78%	-	-	-	22.37%	(0.59%)	-
Quick Cares	16,747	17,949	(1,202)	(6.70%)	17,451	(704)	(4.03%)
Primary Care	6,300	6,629	(329)	(4.97%)	6,523	(223)	(3.42%)
UMC Telehealth - QC	535	646	(111)	(17.14%)	633	(98)	(15.48%)
OP Ortho Clinic	2,134	2,120	14	0.66%	1,529	605	39.57%
Deliveries	110	128	(18)	(13.73%)	125	(15)	(12.00%)

# SUMMARY INCOME STATEMENT NOV

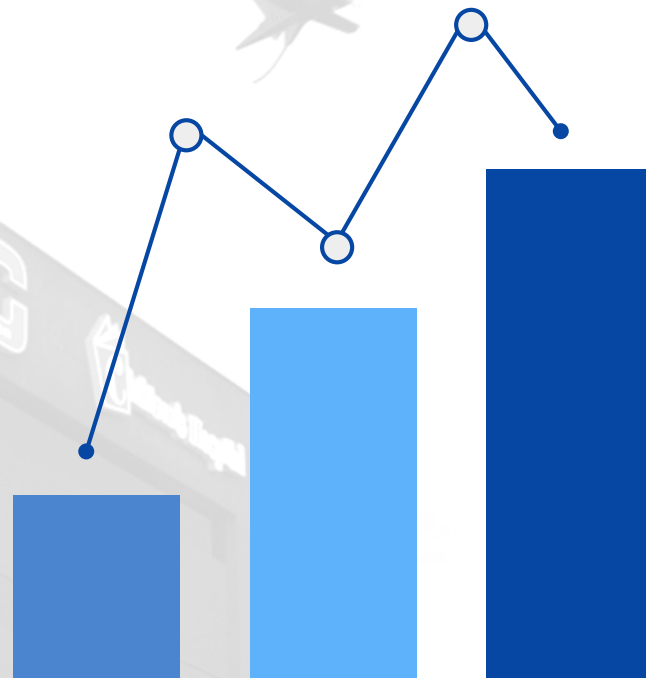


REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$430,653,207	\$440,143,566	(\$9,490,358)	(2.16%)	●
Net Patient Revenue	\$79,586,544	\$79,655,080	(\$68,536)	(0.09%)	●
Other Revenue	\$4,385,192	\$3,404,241	\$980,951	28.82%	●
<b>Total Operating Revenue</b>	<b>\$83,971,736</b>	<b>\$83,059,322</b>	<b>\$912,414</b>	<b>1.10%</b>	●
Net Patient Revenue as a % of Gross	18.48%	18.10%	0.38%		
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$85,040,140</b>	<b>\$84,069,292</b>	<b>\$970,849</b>	<b>1.15%</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$1,068,404)</b>	<b>(\$1,009,970)</b>	<b>(\$58,434)</b>	<b>(05.79%)</b>	●
Add back: Depr & Amort.	\$4,335,500	\$4,029,723	\$305,777	7.59%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$3,267,096</b>	<b>\$3,019,753</b>	<b>\$247,343</b>	<b>8.19%</b>	●



# December 2024 Financials

AFC Meeting



# KEY INDICATORS DEC



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	19,071	19,288	(217)	(1.12%)	19,201	(130)	(0.68%)
Total Admissions	2,142	2,038	104	5.09%	1,959	183	9.34%
Observation Cases	742	903	(161)	(17.83%)	903	(161)	(17.83%)
AADC (Hospital)	586	596	(9)	(1.56%)	584	2	0.32%
ALOS (Admits)	5.62	6.10	(0.48)	(7.84%)	6.55	(0.93)	(14.20%)
ALOS (Obs)	1.03	1.41	(0.38)	(26.66%)	1.41	(0.38)	(26.66%)
Hospital CMI	1.77	1.92	(0.14)	(7.83%)	1.92	(0.15)	(7.83%)
Medicare CMI	1.91	2.06	(0.15)	(7.27%)	2.06	(0.16)	(7.27%)
IP Surgery Cases	786	857	(71)	(8.28%)	794	(8)	(1.01%)
OP Surgery Cases	629	613	16	2.61%	541	88	16.27%
Transplants	17	15	2	13.33%	15	2	13.33%
Total ER Visits	10,010	9,274	736	7.94%	9,092	918	10.10%
ED to Admission	13.56%	-	-	-	12.49%	1.06%	-
ED to Observation	6.91%	-	-	-	9.80%	(2.89%)	-
ED to Adm/Obs	20.47%	-	-	-	22.29%	(1.82%)	-
Quick Cares	21,070	20,743	327	1.58%	20,153	917	4.55%
Primary Care	6,759	5,555	1,204	21.67%	5,427	1,332	24.54%
UMC Telehealth - QC	540	801	(261)	(32.56%)	785	(245)	(31.21%)
OP Ortho Clinic	2,458	2,183	275	12.58%	1,636	822	50.24%
Deliveries	106	153	(47)	(30.72%)	150	(44)	(29.33%)



# TRENDING STATS



	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	12-Mo Avg	Var
APDs	19,201	18,919	17,882	18,173	18,399	18,211	18,364	18,939	19,364	18,169	19,079	17,105	19,071	18,484	587
Total Admissions	1,959	1,838	1,838	1,931	1,877	1,966	1,861	1,897	1,923	1,829	1,911	1,855	2,142	1,890	252
Observation Cases	903	822	924	941	900	927	1,001	871	848	926	882	808	742	896	(154)
AADC (Hospital)	584	584	579	553	581	557	587	584	603	579	591	548	586	578	9
ALOS (Adm)	6.55	6.85	6.34	6.25	6.04	6.22	5.57	6.16	6.24	6.23	6.08	5.90	5.62	6.20	(0.58)
ALOS (Obs)	1.41	1.42	1.66	1.46	1.28	1.31	1.44	1.41	1.37	1.30	1.23	1.20	1.03	1.37	(0.34)
Hospital CMI	1.92	1.84	1.89	1.92	1.76	1.93	1.92	2.03	1.90	1.90	1.99	1.84	1.77	1.90	(0.13)
Medicare CMI	2.06	2.05	2.23	2.35	2.03	2.19	2.06	2.15	2.64	2.13	2.01	1.99	1.91	2.16	(0.25)
IP Surgery Cases	794	768	760	814	790	827	800	841	857	836	898	740	786	810	(24)
OP Surgery Cases	541	604	558	577	589	630	590	674	660	661	770	637	629	624	5
Transplants	15	11	13	18	14	16	18	15	17	19	15	15	17	16	2
Total ER Visits	9,092	9,035	8,329	8,859	9,015	9,470	8,753	8,688	8,951	8,949	9,076	8,907	10,010	8,927	1,083
ED to Admission	12.49%	12.02%	12.95%	12.07%	12.67%	12.08%	11.89%	13.43%	12.99%	12.09%	12.68%	12.91%	13.56%	12.52%	1.03%
ED to Observation	9.80%	11.28%	10.96%	11.68%	10.54%	10.13%	11.50%	9.99%	9.73%	10.01%	8.97%	8.87%	6.91%	10.29%	(3.38%)
ED to Adm/Obs	22.29%	23.30%	23.92%	23.75%	23.21%	22.21%	23.40%	23.42%	22.72%	22.10%	21.65%	21.78%	20.47%	22.81%	(2.34%)
Quick Care	20,938	19,879	17,848	18,099	18,467	18,369	15,538	14,205	15,840	15,678	16,516	17,282	21,070	17,388	3,682
Primary Care	5,427	7,476	7,537	7,147	7,562	7,753	7,052	7,423	7,903	6,894	7,772	6,300	6,759	7,187	(428)
UMC Telehealth - QC	785	718	575	577	580	566	503	468	490	456	410	535	540	555	(15)
OP Ortho Clinic	1,636	2,032	1,751	1,726	2,194	2,141	1,759	2,103	1,688	1,961	2,354	2,134	2,458	1,957	501
Deliveries	150	120	118	114	92	82	126	103	119	104	99	110	106	111	(5)

# Payor Mix Trend



## IP- Payor Mix 12 Mo Dec- 24

Fin Class	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	12-Mo Avg	Dec to Avg Var
Commercial	17.39%	16.91%	17.11%	18.53%	17.96%	17.48%	13.69%	15.50%	17.20%	17.56%	18.12%	15.34%	16.95%	16.90%	0.05%
Government	3.88%	3.83%	3.76%	4.75%	4.29%	3.58%	4.19%	4.39%	5.38%	4.30%	4.15%	4.16%	4.26%	4.22%	0.04%
Medicaid	44.58%	45.70%	44.65%	42.06%	40.75%	40.11%	43.05%	44.78%	43.06%	41.22%	40.76%	40.72%	41.55%	42.62%	(1.07%)
Medicare	27.78%	29.78%	29.73%	29.71%	31.47%	34.07%	31.89%	29.78%	29.48%	31.56%	32.04%	33.44%	32.35%	30.89%	1.46%
Self Pay	6.37%	3.78%	4.75%	4.95%	5.53%	4.76%	7.18%	5.55%	4.88%	5.36%	4.93%	6.34%	4.89%	5.37%	(0.48%)

## Payor Mix by Type 12 Mo Avg Dec- 24

Fin Class	IP	ED	Surg IP	Surg OP
Commercial	16.90%	18.36%	21.57%	32.40%
Government	4.22%	5.09%	5.57%	6.35%
Medicaid	42.62%	49.47%	36.99%	34.28%
Medicare	30.89%	15.75%	31.38%	25.09%
Self Pay	5.37%	11.34%	4.49%	1.89%

# Payor Mix Trend



## QC- Payor Mix by Location 12-Mo Avg

QC	Aliante QC	Centennial QC	Nellis QC	Peccole QC	Spring Valley QC	Summerlin QC	Sunset QC	Enterprise QC	Blue Diamond QC	Express Care LAS
Commercial	55.55%	63.94%	34.83%	56.60%	50.41%	45.14%	56.73%	26.20%	69.27%	75.46%
Government	2.99%	3.58%	1.12%	1.77%	1.54%	2.15%	2.72%	19.80%	1.92%	2.74%
Medicaid	28.61%	14.15%	46.47%	15.90%	27.02%	26.73%	20.67%	42.05%	14.04%	6.18%
Medicare	8.22%	14.28%	12.29%	21.34%	14.68%	20.99%	15.23%	7.38%	10.59%	5.35%
Self Pay	4.64%	4.04%	5.28%	4.39%	6.34%	5.00%	4.65%	4.57%	4.17%	10.26%

## PC- Payor Mix by Location 12-Mo Avg

PC	Aliante PC	Centennial PC	Nellis PC	Peccole PC	Spring Valley PC	Summerlin PC	Sunset PC	Southern Highlands PC	PC Wellness	PC at Medical District
Commercial	61.07%	49.42%	32.46%	54.41%	44.53%	45.19%	48.52%	60.72%	50.11%	36.15%
Government	0.44%	0.63%	0.24%	0.52%	0.28%	0.82%	0.96%	0.27%	0.64%	0.91%
Medicaid	19.95%	11.48%	30.58%	15.38%	18.11%	16.24%	13.85%	10.15%	28.03%	40.53%
Medicare	15.92%	37.88%	34.36%	28.62%	35.36%	36.91%	35.64%	27.33%	21.02%	8.80%
Self Pay	2.62%	0.59%	2.36%	1.08%	1.71%	0.84%	1.03%	1.54%	0.21%	13.60%

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$465,014,280	\$455,885,338	\$9,128,942	2.00%	●
Net Patient Revenue	\$83,967,781	\$83,382,150	\$585,631	0.70%	●
Other Revenue	\$4,062,763	\$3,491,160	\$571,603	16.37%	●
<b>Total Operating Revenue</b>	<b>\$88,030,544</b>	<b>\$86,873,310</b>	<b>\$1,157,234</b>	<b>1.33%</b>	●
Net Patient Revenue as a % of Gross	18.06%	18.29%	(0.23%)		
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$88,387,326</b>	<b>\$87,929,657</b>	<b>\$457,669</b>	<b>0.52%</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$356,782)</b>	<b>(\$1,056,347)</b>	<b>\$699,565</b>	<b>66.22%</b>	●
Add back: Depr & Amort.	\$4,010,051	\$4,030,518	(\$20,468)	(0.51%)	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$3,653,268</b>	<b>\$2,974,171</b>	<b>\$679,097</b>	<b>22.83%</b>	●

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$2,692,120,118	\$2,653,730,758	\$38,389,360	1.45%	●
Net Patient Revenue	\$492,308,075	\$481,137,389	\$11,170,686	2.32%	●
Other Revenue	\$28,769,527	\$21,581,205	\$7,188,322	33.31%	●
<b>Total Operating Revenue</b>	<b>\$521,077,602</b>	<b>\$502,718,594</b>	<b>\$18,359,008</b>	<b>3.65%</b>	●
Net Patient Revenue as a % of Gross	18.29%	18.13%	0.16%		
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$533,902,211</b>	<b>\$508,831,463</b>	<b>\$25,070,748</b>	<b>4.93%</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$12,824,609)</b>	<b>(\$6,112,869)</b>	<b>(\$6,711,740)</b>	<b>(109.80%)</b>	●
Add back: Depr & Amort.	\$24,685,848	\$24,590,290	\$95,558	0.39%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$11,861,239</b>	<b>\$18,477,421</b>	<b>(\$6,616,182)</b>	<b>(35.81%)</b>	●
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>2.28%</b>	<b>3.68%</b>	<b>(1.40%)</b>	<b>-</b>	

# SALARY & BENEFIT EXPENSE



	Actual	Budget	Variance	% Variance	
Salaries	\$37,259,114	\$36,916,541	\$342,573	0.93%	●
Benefits	\$16,346,146	\$16,029,407	\$316,739	1.98%	●
Overtime	\$440,233	\$1,252,162	(\$811,929)	(64.84%)	●
Contract Labor	\$1,888,614	\$1,701,679	\$186,935	10.99%	●
<b>TOTAL</b>	<b>\$55,934,107</b>	<b>\$55,899,789</b>	<b>\$34,318</b>	<b>0.06%</b>	●
Paid FTEs	3,941	4,085	(145)	(3.54%)	●
Paid FTEs (Flex)	3,941	4,073	(132)	(3.24%)	●
SWB per FTE	\$14,193	\$13,683	\$511	3.73%	●
SWB/APD	\$2,933	\$2,898	\$35	1.20%	●
SWB % of Net	66.61%	67.04%	-	(0.43%)	●
AEPOB	6.41	6.57	(0.16)	(2.44%)	●

# SALARY & BENEFIT EXPENSE TREND



SALARY & BENEFIT EXPENSE	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	12-Mo Avg	Dec to Avg Var
Salaries	\$32,609	\$32,021	\$31,556	\$33,979	\$31,917	\$32,049	\$30,960	\$34,334	\$36,161	\$36,108	\$40,099	\$35,930	\$37,259	\$33,977	\$3,282
Benefits	\$14,282	\$14,934	\$13,870	\$14,064	\$14,998	\$15,044	\$13,126	\$15,683	\$15,856	\$15,869	\$17,393	\$14,337	\$16,346	\$14,955	\$1,391
Overtime	\$1,230	\$1,091	\$1,067	\$1,194	\$1,025	\$1,207	\$969	\$1,178	\$1,264	\$861	\$939	\$487	\$440	\$1,043	(\$602)
Contract Labor	\$2,373	\$2,067	\$2,616	\$2,342	\$2,352	\$2,413	\$2,261	\$2,300	\$1,484	\$2,434	\$3,002	\$2,254	\$1,889	\$2,325	(\$436)
Nursing	\$58	(\$38)	\$85	\$100	\$92	\$122	\$84	\$135	\$69	\$69	\$106	\$31	\$1	\$76	(\$75)
Physician	\$1,947	\$2,213	\$2,124	\$1,655	\$1,998	\$1,895	\$1,808	\$1,663	\$965	\$1,669	\$1,386	\$1,326	\$1,151	\$1,721	(\$570)
Other	\$367	(\$108)	\$407	\$587	\$262	\$396	\$368	\$501	\$449	\$696	\$1,510	\$898	\$736	\$528	\$208
<b>TOTAL</b>	<b>\$50,493</b>	<b>\$50,112</b>	<b>\$49,109</b>	<b>\$51,578</b>	<b>\$50,292</b>	<b>\$50,713</b>	<b>\$47,316</b>	<b>\$53,495</b>	<b>\$54,764</b>	<b>\$55,272</b>	<b>\$61,433</b>	<b>\$53,009</b>	<b>\$55,934</b>	<b>\$52,299</b>	<b>\$3,635</b>
Paid FTE	3,908	3,880	3,873	3,892	3,923	3,963	3,912	4,021	4,051	4,046	4,136	4,000	3,941	3,967	(26)
SWB per FTE	\$12,919	\$12,917	\$12,679	\$13,251	\$12,820	\$12,795	\$12,095	\$13,305	\$13,520	\$13,662	\$14,855	\$13,251	\$14,193	\$13,172	\$1,021
SWB/APD	\$2,630	\$2,649	\$2,746	\$2,838	\$2,733	\$2,785	\$2,577	\$2,825	\$2,828	\$3,042	\$3,220	\$3,099	\$2,933	\$2,831	\$102
SWB % of Net	65.63%	58.10%	65.38%	62.01%	66.69%	62.63%	59.07%	66.71%	66.31%	68.50%	72.03%	66.61%	66.61%	64.97%	1.64%
OT % of Productive	3.21%	3.12%	3.05%	3.26%	2.99%	3.39%	2.93%	3.09%	3.03%	2.46%	2.01%	1.41%	1.25%	2.83%	(1.58%)
AEPOB	6.31	6.36	6.28	6.64	6.40	6.75	6.39	6.58	6.48	6.68	6.72	7.02	6.41	6.55	(0.14)

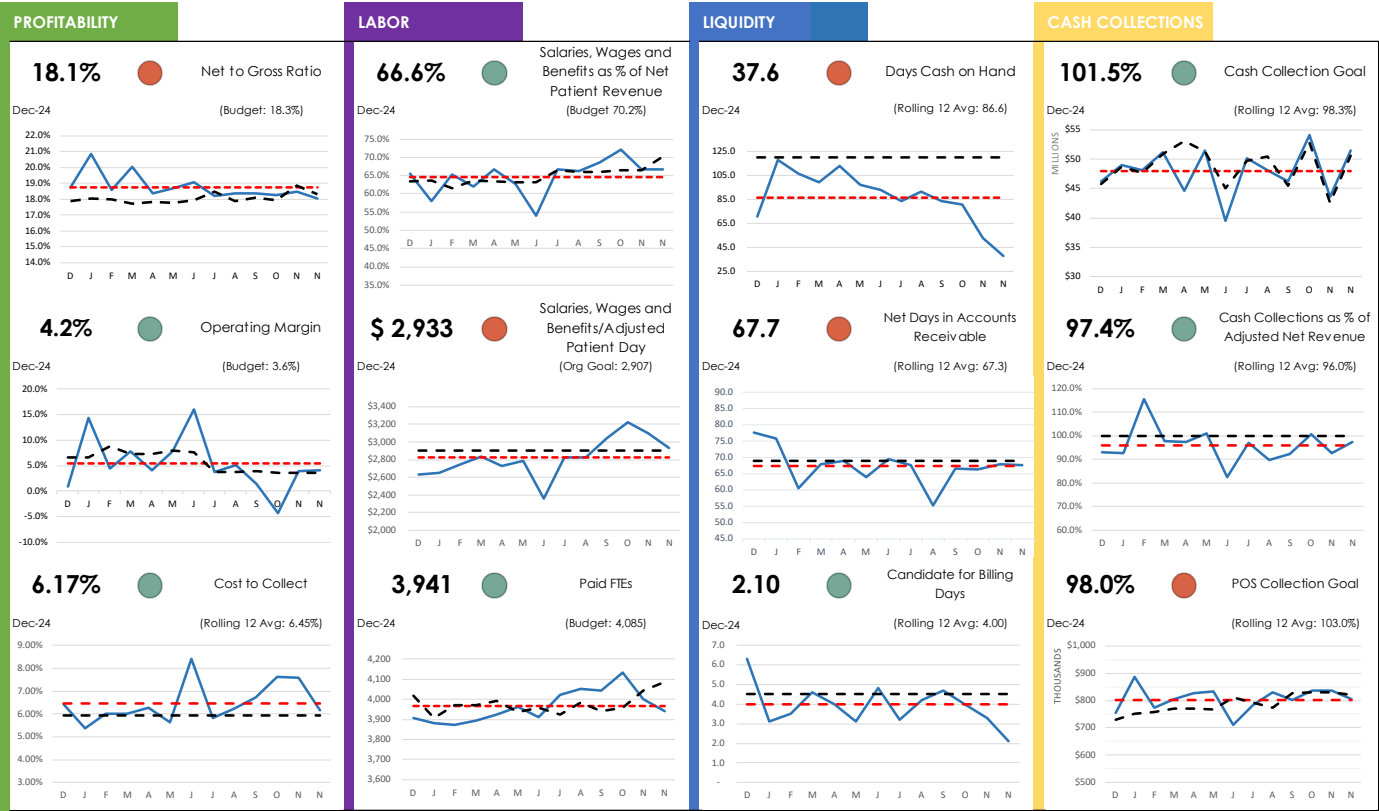
# EXPENSES DEC



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,367,694	\$2,335,576	\$32,117	1.38%	●
Supplies	\$16,236,571	\$15,824,551	\$412,020	2.60%	●
Purchased Services	\$6,316,205	\$6,910,901	(\$594,696)	(8.61%)	●
Depreciation	\$2,363,327	\$2,478,791	(\$115,464)	(4.66%)	●
Amortization	\$1,646,724	\$1,551,727	\$94,997	6.12%	●
Repairs & Maintenance	\$1,392,197	\$1,101,247	\$290,949	26.42%	●
Utilities	\$286,486	\$578,151	(\$291,665)	(50.45%)	●
Other Expenses	\$1,133,378	\$1,091,029	\$42,349	3.88%	●
Rental	\$710,638	\$157,894	\$552,744	350.07%	●
<b>Total Other Expenses</b>	<b>\$32,453,219</b>	<b>\$32,029,868</b>	<b>\$423,351</b>	<b>1.32%</b>	●



# KEY FINANCIAL INDICATOR DEC



Actual  
Rolling Average  
Target

# ORGANIZATIONAL GOALS FINANCE/OPERATIONS DEPT



	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Target
Exceed fiscal year budgeted income from operations plus depreciation and amortization.	\$3,299,765	\$4,373,033	\$1,125,393	(\$3,857,316)	\$3,267,096	\$3,653,268	\$11,861,239	\$15,503,249
Home ALOS with a target equal to or less than 4.25	4.55	4.30	4.70	4.29	4.16	4.08		4.25
ED to Observation target of 8.3%	9.99%	9.73%	10.01%	8.97%	8.87%	6.91%		8.30%
Labor utilization with a target equal to or less than SWB per APD of \$2,907 or Adjusted EPOB of 6.64								
SWB per APD of \$2,907	\$2,825	\$2,828	\$3,042	\$3,220	\$3,099	\$2,933		\$2,907
Adjusted EPOB of 6.64	6.62	6.51	6.73	6.71	6.99	6.41		6.64
OR First Case On Time Start (FCOTS): Target is 80%	61.70%	62.50%	60.00%	64.71%	62.71%	66.95%		80.00%

# FY25 CASH FLOW



## Operating Activities

	December 2024	November 2024	October 2024	YTD of FY2024
Cash received from patients and payors	49,239,755	50,332,501	57,413,964	368,072,951
Cash paid to vendors	(41,272,833)	(25,593,401)	(40,118,406)	(216,138,719)
Cash paid to employees	(53,297,480)	(70,021,714)	(51,586,469)	(302,377,679)
Other operating receipts/(disbursements)	6,117,567	3,788,255	3,793,110	25,455,158
Net cash provided by/(used in) operations	(39,212,991)	(41,494,359)	(30,497,800)	(124,988,289)

## Investing Activities

Purchase of property and equipment, net	(2,832,547)	(4,071,174)	(4,587,613)	(23,179,440)
Interest received	267,170	460,918	512,448	8,670,784
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	27,197,566	18,777,293	(338,491)	37,813,174
Net cash provided by/(used in) investing activities	24,632,189	15,167,037	(4,413,656)	23,304,519

## Financing Activities

From/(to) Clark County	-	-	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	-	-
Other	-	-	(2)	(2)
Net cash provided by/(used in) financing activities	-	-	(2)	(2)

Increase/(decrease) in cash	(14,580,803)	(26,327,322)	(34,911,458)	(101,683,772)
Cash beginning of period	39,953,933	66,281,255	101,192,711	127,056,902
Cash end of period	25,373,131	39,953,933	66,281,253	25,373,130

Unrestricted cash	25,373,131	39,953,933	66,281,253	25,373,130
Cash restricted by donor	4,134,057	4,136,991	4,127,303	4,134,057
Internally designated cash	78,102,502	105,300,068	124,077,361	78,102,502

# FY25BALANCE SHEET HIGHLIGHTS



	Dec 2024	Nov 2024	Oct 2024
<b>CASH</b>			
Unrestricted	\$ 25.4	\$ 40.0	\$ 66.3
Restricted by donor	4.1	4.1	4.1
Internally designated	78.1	105.3	124.1
	<u>\$ 107.6</u>	<u>\$ 149.4</u>	<u>\$ 194.5</u>
<b>NET WORKING CAPITAL</b>	\$ 204.2	\$ 186.8	\$ 169.9
<b>NET PP&amp;E</b>	\$ 292.3	\$ 280.9	\$ 279.0
<b>LONG-TERM DEBT</b>	\$ -	\$ -	\$ -
<b>NET PENSION LIABILITY</b>	\$ 716.8	\$ 716.8	\$ 716.8
<b>NET POSITION</b>	\$ (206.4)	\$ (206.0)	\$ (205.3)

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
January 22, 2025

Agenda Item #

**6**

Agreements with \$0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
7	NRS 332.115(1)(f)	No	Aetna Health, Inc.	Amendment to Hospital Svs Agmt	Yes	1/1/17 - 12/31/27	180 w/out cause	Revenue based on volume	Mangaged Care	This request is to ratify the Amendment in order to extend the expiration date of the Transplant Services from December 31, 2024 to December 31, 2027. Ratification was necessary as there were approximately fourteen (14) Aetna members on the UMC Transplant waitlist and another thirty (30) members being evaluated for waitlist placement.
8	NRS 332.115(1)(f)	No	Hometown Health	Amendment to Provider Agmt	Yes	5/1/24 - 9/1/27	120 w/out cause	Revenue based on volume	Mangaged Care	This request is to enter into a more definitive Provider Services Agreement with Hometown to increase reimbursement rate as payment for UMC Emergency Medicine Professional Services and Hospitalist Professional Services. The Agreement will be effective from 12/1/24-9/1/27. The Agreement needed to be entered into immediately so that physicians could be credentialed as soon as possible.
9	NRS 332.115(1)(f)	No	Health Direct Partners	Amendment to Hospital Svs Agmt	Yes	5/1/23 - 4/30/26	90 w/out cause	Revenue based on volume	Mangaged Care	This request is to amend the Agreement to add a new Exhibit C-1 which incorporates compensation for covered services to Medicaid Members.

Agreements with a P&L Impact												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract / Amendment /Exercise Option/ Change Order	Are Terms/Condit ions the Same?	This Contract Term	Out Clause	Contract Value	Capital / Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
10	NRS 332.115(4)	No	Vantive US Healthcare LLC	New Contract	N/A	5 Years	60 days for breach; 90 days for Budget Act/fiscal fund out	\$1,800,000 total; \$360,000 per year	None	None	Supply Chain Services (Central Supply)	This request is for UMC to enter into the Dialysis Products Purchase Agreement with Vantive US Healthcare, LLC, (“Vantive”) where Vantive will provide dialysis products, primarily Primasol and Phoxillum, for use with patients with kidney illnesses. This Agreement would allow clinical staff at UMC, which ranked first out of 256 programs for its one-year kidney survival rate according to the Scientific Registry of Transplant Recipients, to use preferred treatments for renal patients.
11	NRS 332.115(1)(b)	Yes	CyraCom, LLC	New Contract	N/A	3 years with two 1-year renewals	30 days w/o cause	Estimated \$335,000 annually based on historical usage	None	None	Cultural and Linguistics	Since 2011, UMC has had an agreement with CyraCom for translation and interpreter services. This request is to enter into a new 3-year Service Agreement with CyraCom, LLC to provide Over-the-Phone Interpretation (OPI), Document Translation, Interpreter Training and Evaluations, On-Site Interpretation, and Video Remote Interpretation (VRI) services. Hospital accreditation standards, as well as Section 1557 of the Affordable Care Act (ACA) and Title VI of the Civil Rights Act mandates that all recipients of federal funding from the Health and Human Services Department provide linguistic access to individuals who have limited English proficiency to access programs and services offered by healthcare facilities.
12	Formal Bid Pursuant to NRS 338.1385	No	Monument Construction	New Contract	N/A	60 days	Immediately upon notice	\$852,200	Capital Project 25-044	\$174,539 (Cost estimate was \$1,026,739, and the winning bid was \$852,200.00)	Plant Operations	On December 9, 2024, Bid No. 2024-16 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements to the UMC-operated building, which is intended to be a crisis stabilization unit, located at 5409 E Lake Mead, Las Vegas, NV 89156. The building is an approximately 17,182 square foot space. The scope includes the demolition of adjoining patient rooms to create large open spaces for group treatment. These spaces will have new finishes that will match the existing facility flooring and colors, along with new interior windows to be placed in four existing offices. The plumbing and mechanical work includes the elimination of toilet rooms, the addition of a new laundry room, and the modification of ductwork to service the large group treatment spaces. The electrical work includes the rearrangement of outlets and new LED lighting. The total square footage of the renovated area is approximately 4,333 square feet.
13	NRS 332.115.1(h)	No	CarePort Health, LLC	New Order Form	N/A	3 Years, with Two (1)-Year Options	60 days w/ cause, and Budget Act and Fiscal Fund Out	Base Agreement NTE \$1,091,508.92	Support Services included in the yearly Subscription Fee	Savings through negotiations Est. \$42,401.16	Case Management	This new Order Form is to replace the nH Discharge platform and build, migrate and interface Epic with CarePort’s Transition program (“Program”). By upgrading to the Program, this will streamline the management of post-acute referrals and discharge planning thereby improving Case Management’s efficiency on patient care transition, referrals and to monitor a patient’s length of stay at the hospital. Also, the Program offers Cloud Services that include, but are not limited to, benchmarking, analytics and data aggregation reports. The project implementation is estimated to take four (4) months to complete involving remote and/or onsite planning, configuration, validation, training, audits, support, etc. before go-live.

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

<b>Issue:</b>	<b>Ratification of the Amendment to the Hospital Services Agreement</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board Audit and Finance Committee ratify the Amendment to the Hospital Services Agreement with Aetna Health, Inc. for managed care services; or take action as deemed appropriate. (For possible action)</b>		

**FISCAL IMPACT:**

Fund Number: 5430.011  
Fund Number: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: Through 12/31/2027  
Amount: Revenue based on volume

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

**BACKGROUND:**

Since May 2002, UMC has had an agreement with Aetna Health, Inc. (“Aetna”) for managed care services. Amendment 001, effective January 1, 2017, updated the rate schedules (2017) and extended the Term through December 31, 2017. Amendment 002, effective January 1, 2018, updated the rate schedules (2018) and extended the Term through December 31, 2018. Amendment 003, effective January 1, 2019, updated the rate schedules (2019 to 2021) and extended the Term through December 31, 2021. Amendment 004 requested approval for UMC to join Aetna Exchange Plan’s Qualified Health Plan (“QHP”). Amendment 005 extended Term of the agreement and rendered Transplant Services through December 31, 2023. Amendment 006, effective November 1, 2022 updated Compensation Schedule and the Multi-Specialty Service & Rate Schedule. Amendment 007 effective January 1, 2024, updated Rate Schedules. A letter of extension dated July 31, 2024 extended the Term of the Transplant Services associated with this Hospital Services Agreement until December 31, 2024.

This request is to ratify the Amendment in order to extend the expiration date of the Transplant Services from December 31, 2024 to December 31, 2027 and update the Compensation Schedule. Ratification was necessary as there were approximately fourteen (14) Aetna members on the UMC Transplant waitlist and another thirty (30) members being evaluated for waitlist placement.

UMC’s Director of Managed Care reviewed and recommends ratification of this Amendment. This Amendment was 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  
January 22, 2025

Agenda Item #

**7**



**AMENDMENT TO THE  
HOSPITAL SERVICES AGREEMENT  
BETWEEN  
AETNA HEALTH, INC., A PENNSYLVANIA CORPORATION  
AND  
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, A COUNTY-OWNED  
AND OPERATED HOSPITAL CREATED BY VIRTUE OF CHAPTER 450  
OF THE NEVADA REVISED STATUTES**

This Amendment ("Amendment"), is made and entered into as of January 1, 2025 ("Effective Date") by and between Aetna Health Inc., a Pennsylvania corporation on behalf of itself and its Affiliates ("Company"), and University Medical Center of Southern Nevada ("Hospital").

**WHEREAS**, Company and Hospital entered into the Hospital Services Agreement effective January 1, 2016, as amended, from time to time ("Agreement"), to provide health care services to Members; and

**WHEREAS**, Company and Hospital mutually desire to enter into this Amendment to the Agreement Whereby Hospital will be considered an Institute of Excellence and render Transplant Services to Members;

**WHEREAS**, Company and Hospital intend that, as related to Transplant Services, the terms of the Agreement, as amended by this Amendment, shall supersede the applicable terms of any prior or existing agreement with Company.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. The Transplant Services Schedule and the Transplant Services Compensation Schedules (Solid Organ) to the Amendment are hereby deleted in their entirety and replaced with the Transplant Services Schedule and Transplant Services Compensation Schedules (Solid Organ) attached hereto and incorporated herein by reference.
2. 5.1 Term. This Amendment shall be effective for a term period ("the Term") of thirty-six (36) months; Effective January 1, 2025, ending December 31, 2027, unless terminated sooner in accordance with this Section 5.10.

Notwithstanding anything to the contrary, in the event any hospital-based provider that provides transplant related services becomes non-participating in Company's network, Company may terminate this Amendment upon thirty (30) days written notice to hospital.

This Amendment may be terminated by either Party at any time without cause upon at least one hundred eighty (180) days prior written notice to the other Party; provided, however, that no termination of this Amendment pursuant to this Section 5.1 shall be effective during the Initial Term hereof.

3. All other terms and provisions of the Agreement and the Amendment not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement and/or the Amendment, the terms of this Amendment shall govern and control.

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

**HOSPITAL**

By: Mason Van Houweling

Title: CEO

Printed Name: Mason Van Houweling

Date: 12/20/24

**COMPANY**

By: Mary Foote

Title: Head of Institutes Programs

Printed Name: Mary Foote

Date: 12/20/2024

FEDERAL TAX I.D. NUMBER: 88-6000436

**TRANSPLANT SERVICES SCHEDULE**

**For: University Medical Center of Southern Nevada**

**Effective: January 1, 2025**

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

**TRANSPLANT SERVICES AND RATE SCHEDULE**

**TRANSPLANT GLOBAL CASE RATE - SOLID ORGAN**

**Effective Date: January 1, 2025**

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

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 0*</b> <small>*The personnel who support Aetna Health Inc.'s operations in the State of Nevada are not employees of Aetna Health Inc., but rather are employees of affiliate companies.</small>						
<b>Corporate/Business Entity Name:</b>		Aetna Health Inc. (a Pennsylvania corporation)				
<b>(Include d.b.a., if applicable)</b>		N/A				
<b>Street Address:</b>		151 Farmington Avenue, RT21		<b>Website:</b> <a href="http://www.aetna.com">www.aetna.com</a>		
<b>City, State and Zip Code:</b>		Hartford, CT 06156		<b>POC Name:</b> Seres Sosnowski-Abueg <b>Email:</b> <a href="mailto:Sosnowskisd@aetna.com">Sosnowskisd@aetna.com</a>		
<b>Telephone No:</b>		800-872-3862		<b>Fax No:</b> 860-262-7767		
<b>Nevada Local Street Address:</b> (If different from above)		1140 N. Town Center Drive, Suite 190		<b>Website:</b> <a href="http://www.aetna.com">www.aetna.com</a>		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89144		<b>Local Fax No:</b> 702-515-3150		
<b>Local Telephone No:</b>		702-515-3100		<b>Local POC Name:</b> Seres Sosnowski-Abueg <b>Email:</b> <a href="mailto:Sosnowskisd@aetna.com">Sosnowskisd@aetna.com</a>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
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Aetna Health Holdings, LLC	N/A—parent company of Aetna Health Inc.	100% of Aetna Health Inc.
Aetna Inc.	N/A—parent company of Aetna Health Holdings	100% of Aetna Health Holdings
CVS Pharmacy, Inc.	N/A—parent company of Aetna Inc.	100% of Aetna Inc.
CVS Health Corporation**	N/A—ultimate publicly traded parent company	100% of CVS Health Corporation


\*\*Please see CVS Health Corporation's 2020 SEC Proxy Statement, dated 4/3/20 and available at [https://s2.g4cdn.com/447711729/files/doc\\_financials/2019/annual/FINAL-CVS-proxy-bookmarked.pdf](https://s2.g4cdn.com/447711729/files/doc_financials/2019/annual/FINAL-CVS-proxy-bookmarked.pdf) and <https://www.sec.gov/Archives/edgar/data/64803/000120677420001053/cvs3650331-def14a.htm>, for details about the publicly traded ultimate parent company's

corporate directors and officers.

**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	John Wagner Print Name
AVP, Chief Network Officer	11/10/2022
Title	Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

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***For UMC Use Only:***

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative



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

<b>Issue:</b>	<b>Ratification of the Provider Services Agreement with Hometown Health Plan, Inc., and Hometown Health Providers Insurance Company, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee ratify the Provider Services Agreement with Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc. for Managed Care Services; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

## **FISCAL IMPACT:**

Fund Number: 5430.011  
 Fund Number: 3000850000  
 Description: Managed Care Services  
 Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
 Term: 5/1/2024 – 9/1/2027  
 Amount: Revenue based on volume  
 Out Clause: 120 business days w/o cause

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

## **BACKGROUND:**

On August 28, 2024, the Governing Board approved a Letter or Agreement (“LOA”) with Hometown Health Plan, Inc., and Hometown Health Providers Insurance Company, Inc. (“Hometown”) effective as of July 1, 2024. The LOA established a reimbursement rate as payment for UMC Emergency Medicine Professional Services and Hospitalist Professional Services and was effective for ninety (90) days.

This request is to enter into a more definitive Provider Services Agreement (“Agreement”) with Hometown to increase reimbursement rates for Primary Care and Urgent Care Services and to add rates of reimbursement for UMC Emergency Medicine Professional Services, Hospitalist Professional Services, and all other Hospital Based Physician services. The Agreement will be effective from December 1, 2024 through September 1, 2027, renewable for successive one-year increments upon mutual written agreement by the parties. The Agreement needed to be entered into immediately so that physicians could be credentialed as soon as possible.

UMC’s Director of Managed Care has reviewed and recommends ratification of this Agreement. The Agreement was 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  
January 22, 2025

Agenda Item #

**8**

## PROVIDER SERVICES AGREEMENT

This Provider Services Agreement ("Agreement") is by and between Hometown Health Plan, Inc., and Hometown Health Providers Insurance Company, Inc. (hereafter collectively referred to as "HOMETOWN") and **University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes** (hereafter collectively referred to as "PROVIDER") and is effective on **December 1, 2024** (the "Effective Date"). By entering into this Agreement, PROVIDER agrees on its behalf and on behalf of its employed Providers to provide **multispecialty services** to Participants under the terms of this Agreement and the Administrative Guidelines. This Agreement shall supersede and replace all prior agreements and understandings, oral and written, between the Parties.

### ARTICLE I DEFINITIONS

- A. **Administrative Guidelines** means the rules, policies and procedures adopted by HOMETOWN or a Payer to be followed by PROVIDER in providing services and doing business with HOMETOWN and Payers under this Agreement.
- B. **Benefit Plan** means a certificate of coverage, summary plan description or other document or agreement which specifies the health care services to be provided or reimbursed for the benefit of a Participant.
- C. **Coinsurance** means a payment that a Participant is required to make to a Participating Provider for Covered Services under a Service Agreement, which is calculated as a percentage of the contracted reimbursement rate of such services or, if reimbursement is on a basis other than a fee-for-service amount, as a percentage of a HOMETOWN determined fee schedule or as a HOMETOWN determined percentage of actual charges.
- D. **Confidential Information** means any and all data and information, whether printed, written, oral or electronically stored or reproduced relating to the business of each party which is not generally publicly known and which is treated as confidential by each party. However, Confidential Information does not include any information which is already known by the receiving party at the time it is disclosed, or which (a) has become generally known or available to the public through no wrongful act of either party; (b) has been approved for release to the general public by written authorization of the party providing the information; (c) has been finally ordered to be disclosed by government authority, court order or duly authorized subpoena provided that each party shall first have given written notice to the other party of such ordered disclosure to the extent practicable and providing the other party the opportunity to seek to protect the confidentiality of the information required to be disclosed; (d) is required to be disclosed by any law, rule or regulation or by applicable regulatory or professional standards; or (e) is developed by either party independently of any disclosures of such information made by each other.
- E. **Copayment or Deductible** means a payment that a Participant is required to make to a Participating Provider under an Agreement, which is calculated as a fixed dollar payment.

- F. Covered Services** means Medically Necessary health services and benefits which are made available by PROVIDER to Participants under HOMETOWN's terms and conditions and the Participants Plan, as amended from time to time.
- G. Emergency Treatment** (hereinafter referred to as "Emergency") means Medically Necessary treatment received in connection with an unforeseen injury or illness requiring surgical or medical or behavioral health services within twenty four (24) hours after onset, and which, in the absence of such care, would result in serious physical impairment or death. HOMETOWN or its designee shall have sole discretion in determining what constitutes an emergency for purposes of payment under member's Plan.
- H. Medical Director** means a duly licensed physician who has been designated by HOMETOWN to monitor the provision of, and the appropriate utilization of, Covered Services to Participants.
- I. Medically Necessary or Medical Necessity** means services and supplies that satisfy the Medical Necessity requirements under the applicable Participants Benefit Plan. No service is a Covered Service unless it is Medically Necessary. Those procedures, treatments, services, supplies, and facilities where treatment is rendered, which are, whether rendered on an inpatient or outpatient basis:
- 1) Necessary, appropriate and effective for the injury or illness being treated and consistent with the condition's recorded diagnosis;
  - 2) Broadly accepted by the organized medical community in the United States as being required in accordance with good sound medical practice and generally recognized professional standards; and
  - 3) Not generally regarded as experimental, investigational, or unproven by any government agency having appropriate jurisdiction, including but not limited to the Food and Drug Administration or the Office of Health Technology Assessment, the organized medical community in the United States, or in accordance with the standards and procedures utilized by the Plan to determine whether such treatments, procedures, services or supplies are experimental or investigational, the terms of which are adopted and incorporated herein.
- The final determination as to what constitutes Medically Necessary care and treatment under the Participant's Plan shall be made by HOMETOWN, and/or their designee, unless otherwise specified in the Participant's plan or in the policies and procedures adopted by HOMETOWN, or their designee from time to time, as they deem appropriate in carrying out the administration of the Participant's plan.
- J. Participant** means any eligible individual, or eligible dependent of such individual, whether referred to as "Insured", "Subscriber", "Member", "Participant", "Enrollee", "Dependent" or otherwise, who is eligible for Covered Services pursuant to a service agreement.
- K. Participating Provider** means a hospital, a physician or any other health care practitioner or entity that has a direct or indirect contractual arrangement with HOMETOWN to

provide Covered Services with regard to the Benefit Plan under which the Participant is covered.

- L. **Payer** means the entity which, pursuant to a Benefit Plan, funds, administers, offers or insures Covered Services and which has agreed to act as Payer in accordance with this Agreement. HOMETOWN is the responsible Payer for those services covered by plans that are fully insured by HOMETOWN. For plans that are self-funded, the employer, labor union or other organization or entity sponsoring the plan is the responsible Payer.
- M. **Quality Improvement Program** means a pay-for-performance program (P4P) established for Participating Providers to meet accountabilities and to perform to accepted minimum clinical practice standards in several areas, to include: diabetes care, hypertension, the quality and accuracy of clinical documentation, and member satisfaction with the physician. Quality is Premium standards and participation criteria may change year to year. (Does not apply to all contracts)
- N. **Quality Management** means the processes established and operated by HOMETOWN relating to the quality of Covered Services as set forth in Administrative Guidelines.
- O. **Provider, Group and/or Subcontractor** means a provider: (a) who is employed by PROVIDER; (b) who both PROVIDER and HOMETOWN have agreed may provide services pursuant to this Agreement; and (c) who is subject to the requirements of this Agreement to the extent applicable.
- P. **Standard Payment Policies** means HOMETOWN's and/or Payer's policies for ensuring accurate coding/reporting of services and reimbursement. In developing its Standard Payment Policies, HOMETOWN and/or Payer considers current healthcare trends and advances, as well as information from a variety of different sources, including but not limited to provider questions and comments; guidelines from the Centers for Medicare and Medicaid Services; AMA guidelines; CPT Assistant; Correct Coding Initiative; and specialty medical societies. However, HOMETOWN's and/or Payer's Standard Payment Policies may differ from policies adopted, endorsed, or recommended by any or all of these sources.
- Q. **Third Party** means an organization that enters into a contract with HOMETOWN or with another third party to gain access to this Agreement, as defined and described in Chapter 687B.664 of the Nevada Revised Statutes. Third Parties for which HOMETOWN provides re-pricing will be wholly responsible for all claim reimbursement to PROVIDER.
- R. **Utilization Management** means the processes to review and determine whether certain health care services provided or to be provided to Participants are in accordance with HOMETOWN's Administrative Guidelines. The term "Administrative Guidelines" also includes the programs, protocols and administrative procedures adopted by HOMETOWN or a Payer to be followed by PROVIDER in providing services and doing business with HOMETOWN and Payers under this agreement. The Administrative Guidelines may include, among other things, credentialing and re-credentialing, utilization management and care management processes, quality improvement, peer

review, Participants grievance, concurrent review, or other similar HOMETOWN or Payer programs and processes, and these guidelines may change from time to time.

## ARTICLE II RESPONSIBILITIES OF PROVIDER

**Provision of Care.** PROVIDER shall have the responsibility for providing and properly managing and coordinating the overall health care of Participants who select him or her, including referral to other plan providers, such as specialists, hospitals, extended care facilities and other health care providers; and properly managing and coordinating the performance of administrative functions relating to the delivery of Covered Services to Participants in accordance with this Agreement and HOMETOWN's terms and conditions. PROVIDER shall only provide those Covered Services in PROVIDER's field of specialty, as approved by HOMETOWN. The decision or determination to obtain or deliver any health care service is made solely by the Participants and/or his or her physician. PROVIDER agrees to maintain responsibility to provide, or arrange for, the appropriate and cost-effective provision of health care to Participants on a 24-hour-a-day basis for after-hours urgent or emergent care. PROVIDER agrees to refer Participants only to Plan Providers, unless otherwise explicitly requested by the Participants or if the services required by the Participant are not available from Plan Providers, and to furnish such physicians and providers complete information on treatment procedures and diagnostic tests performed prior to such referral. HOMETOWN may notify referring PROVIDER when a non-Plan Provider is referred to for Covered Services. Payment for services resulting from continued referral to non-Plan Providers, other than at the Participants' explicit request, or if Emergency Treatment is required, or if the service is not available from a Plan Provider, shall become the responsibility of the referring provider. HOMETOWN may deduct this cost from compensation to PROVIDER or request payment from PROVIDER for the services. Repeated non-Plan Provider referrals may result in termination of this Agreement in accordance with the terms of this Agreement. In the event that services required by a Participant are not available from Plan Providers, other physicians or providers may be utilized with HOMETOWN's prior approval. PROVIDER acknowledges that HOMETOWN or designee does not practice medicine but only provides guidance. PROVIDER further acknowledges that decisions relating to the medical care provided to the patient are made at his/her sole discretion regardless of recommendations made by HOMETOWN or designee. If applicable, the patient panel of a Provider may only be closed in the event the PROVIDER reasonably determines it has too many patients to properly care for Participants. In the event PROVIDER reasonably makes such a determination, it shall: (i) notify HOMETOWN in writing sixty (60) days in advance of closing its panel; (ii) the closure must apply to all of PROVIDER's patients regardless of the insurance or other coverage; (iii) notify HOMETOWN immediately if PROVIDER elects to reopen its panel; and (iv) keep its panel open and available to any Participant that was a patient before the effective date of the panel closure.

**Hospital Admissions.** HOMETOWN shall designate no less than one hospital that is a Participating Provider where PROVIDER will admit Participants under their care unless otherwise approved by HOMETOWN. PROVIDER will admit Participants only to hospitals that are Participating Providers except in the case of an emergency, as permitted by the Benefit Plan, or as otherwise required by law. In cases where an eligible person requires non-emergency hospital admission by PROVIDER, PROVIDER agrees to comply with HOMETOWN's utilization review processes and procedures.

**Prior Authorization.** As a condition for compensation, PROVIDER agrees to comply with any requirements imposed by HOMETOWN, or any designated Utilization Review Organization and to obtain prior authorization for specified non-emergency inpatient and outpatient Covered Services, and for all referrals to non-Plan Providers, as set forth in the current listing of Covered Services requiring prior authorization. The listing of Covered Services may be amended by HOMETOWN from time to time.

PROVIDER understands that prior authorization is approved based upon the current information that has been made available and is not a guarantee of payment. Any payment for Covered Services is subject to eligibility and benefit plan design, referrals, compliance with HOMETOWN and any Utilization Review Organization's procedures, contractual limitations and exclusions, and coordination of benefits, as well as current information then available.

**Administrative Guidelines.** PROVIDER shall comply with Administrative Guidelines. Administrative Guidelines may be communicated in the form of a provider reference manual, in other written materials distributed by HOMETOWN to PROVIDER and/or at a website identified by HOMETOWN. Administrative Guidelines may change from time to time. HOMETOWN will provide PROVIDER thirty (30) days advance notice of material changes to Administrative Guidelines.

**Quality Management.** PROVIDER shall comply with the requirements of and participate in Quality Management as specified in the Administrative Guidelines. PROVIDER agrees he/she or all clinical providers employed by PROVIDER shall be credentialed and recertified in accordance with the procedures set forth in EXHIBIT B.

**Utilization Management.** PROVIDER shall comply with the requirements of and participate in Utilization Management as specified in this Agreement and the Administrative Guidelines. Payment may be denied for failure to comply with such Utilization Management Requirements. HOMETOWN's Utilization Management requirements include, but are not limited to, the following: a) precertification must be secured from HOMETOWN for those services and procedures for which it is required as specified in the Administrative Guidelines; b) where precertification is not required for a hospital admission, including but not limited to emergency admissions, HOMETOWN must be notified within 24 hours after the admission; c) PROVIDER must provide HOMETOWN with all of the information requested by HOMETOWN to make its Utilization Management determinations within the timelines specified by HOMETOWN in such request; and d) PROVIDER must refer Participants to, or arrange for provision of Covered Services by, Participating Providers except in the case of an emergency, as permitted by the Benefit Plan, if the services are not available through Participating Provider or as otherwise required by law.

**Medicare Advantage and Part-D.** If and to the extent that PROVIDER provides administrative services or health care services pursuant to this Agreement for a Medicare eligible individual under the Medicare Advantage ("MA") program or under Part D, Attachment MA-D is incorporated herein by this reference. Terms in Attachment MA-D supersede any conflicting terms of this Agreement to the extent of such conflict.

**Managed Medicaid.** If and to the extent that PROVIDER provides administrative services or health care services pursuant to this Agreement for a Medicaid eligible individual under the Medicaid Managed Care program, the attachment Medicaid Participation Addendum is

incorporated herein by this reference. Terms in the Medicaid Participation Addendum supersede any conflicting terms of this Agreement to the extent of such conflict.

**Records.** PROVIDER shall maintain medical records and documents relating to Participants as may be required by applicable law and for the period of time required by law. PROVIDER, and HOMETOWN shall comply with applicable federal and state law regarding such records. PROVIDER will obtain Participants' consent to or authorization for the disclosure of private and medical record information for any disclosures required under this Agreement if required by law. Unless precluded by applicable law, upon request, PROVIDER will provide HOMETOWN with a copy of Participants' medical records and other records maintained by PROVIDER relating to Participants. These records shall be provided to HOMETOWN at PROVIDER's customary rates not to exceed .5 cents per record and within the timeframes reasonably requested by HOMETOWN and will also be made available during normal business hours for inspection by HOMETOWN, accreditation organizations, or to any governmental agency that requires access to these records. Pursuant to NAC 695C.190, in the event a provider who is a physician leaves the panel of physicians associated with this Agreement, PROVIDER agrees to arrange for records transfer or maintenance of the applicable patient records. This provision survives the termination of this Agreement.

**Claim Review.** PROVIDER agrees that HOMETOWN shall have the right to determine the Medical Necessity and the accuracy of all claims reported for services provided to Participants by PROVIDER through the use of committees, Medical Director and/or medical consultants. HOMETOWN shall have the right to refuse payment for services determined to be not Medically Necessary, and may evaluate and deny claims for Covered Services which are not provided in accordance with the policies and procedures of HOMETOWN that are inappropriately or inaccurately coded, including but not limited to, duplicative bills, "unbundled" bills, or up-coded charges. In the event of a discrepancy regarding the applicability of particular code(s) within a category, PROVIDER agrees to abide by the final decision of the Medical Director, HOMETOWN and/or consultants, subject to any appeal rights provided for in the Administrative Guidelines.

**Cooperation with Hometown.** PROVIDER shall cooperate with HOMETOWN in the implementation of HOMETOWN's appeal procedure. PROVIDER shall also cooperate with HOMETOWN in implementing those policies and programs as may be reasonably requested by HOMETOWN for purposes of HOMETOWN's business operations or required by HOMETOWN to comply with applicable law or accreditation requirements.

**Provision of Services and Professional Requirements.** PROVIDER agrees (a) not to differentiate or discriminate in the treatment of patients or in the quality of services delivered to Participants on the basis of race, nationality gender, age, religion, sexual orientation, place of residence, health status, health care needs or source of payment, and (b) to observe, protect and promote the rights of Participants as patients.

PROVIDER agrees that all duties performed hereunder shall be consistent with the proper practice of medicine and the related healing arts, and that such duties shall be performed in accordance with the customary rules of ethics and professional conduct of such bodies from which physicians and other health care providers are subject to licensing and control.

PROVIDER agrees to allow HOMETOWN, HOMETOWN's medical consultants, or its designee, to inspect medical facilities, equipment and PROVIDER Participants' medical records, conduct periodic audits, and review all phases of care provided to Participants by PROVIDER.



PROVIDER agrees that the Covered Services provided hereunder will be made available and accessible to Participants promptly and in a manner which assures continuity and quality of care.

**Administration.** PROVIDER agrees to abide by the administrative, claims and Quality Management and managed care program procedures of HOMETOWN as may be published and distributed from time to time in policy statements, newsletters, and other communications to PROVIDER. PROVIDER agrees to participate and comply with the Utilization Review Program. PROVIDER agrees to comply with all administrative procedures of HOMETOWN with respect to the coordination of benefits with third party payers. PROVIDER agrees to comply with any corporate compliance plan of HOMETOWN in effect from time to time. PROVIDER agrees to cooperate with, participate in, and comply with all final determinations of any internal peer review, quality assurance review, external audit review, coverage and payment decisions and grievance review procedures, as may be established by HOMETOWN.

PROVIDER agrees to immediately notify HOMETOWN within seven (7) business days of any action affecting a PROVIDER's hospital privileges; DEA permit; state pharmacy license; or physician license(s) to practice in any state, including but not limited to any limitation, restriction, suspension, revocation, probation, fines or any adverse decision, even if immediately stayed or reversed. PROVIDER agrees to notify HOMETOWN if a physician is terminated from the PROVIDER's practice for quality reasons or of any action affecting such physician's license to practice medicine.

PROVIDER agrees that HOMETOWN and/or designee may use PROVIDER's name, address, phone number, and type of practice in HOMETOWN and PROVIDER's roster of Plan Providers and in similar HOMETOWN listings.

PROVIDER agrees that HOMETOWN may include PROVIDER in any panel of Participating Providers presented by HOMETOWN to any PROVIDER. PROVIDER further understands that it may be included or excluded in any particular panel. In consideration of this Agreement, PROVIDER further understands that HOMETOWN is not guaranteeing that PROVIDER will be included in any particular panel or that he/she will be included in all such panels. HOMETOWN shall notify PROVIDER in writing whenever it is included or excluded from in any such panel.

If PROVIDER is a part of a practice, PROVIDER acknowledges that whenever a physician leaves the practice, the physician shall no longer provide Covered Services to Participants unless he/she executes a new Provider Agreement with HOMETOWN.

**Insurance.** Hospital (PROVIDER) is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. Throughout the term of this Agreement, Hospital shall maintain at Hospital's expense general and professional liability coverage as provided by Chapter 41 of Nevada Revised Statutes. Hospital shall give Hometown a certificate of insurance evidencing such coverage upon request. Hospital shall give Hometown immediate written notice of cancellation, material modification or termination of such insurance.

**Providers and/or Subcontractors.** PROVIDER represents and warrants that if it employs and is authorized to act on behalf of its Providers and/or Subcontracted Providers. Providers and/or Subcontractors are required to comply with the terms and conditions of this Agreement to the extent applicable and are required to look solely to PROVIDER for compensation for Covered

Services. Any such addition of Providers and/or subcontracting must be approved in writing by HOMETOWN prior to rendered services to Participants.

**Changes to Providers.** PROVIDER will provide HOMETOWN with thirty (30) days advance written notice of the addition of new providers, or resignation of Providers from PROVIDER's practice and thirty (30) days advance written notice if a Provider will cease to provide Covered Services to Participants under this Agreement. Notwithstanding the foregoing, in the event that a Provider's participation under this Agreement is terminated and PROVIDER cannot provide such thirty (30) days advance notice, PROVIDER shall notify HOMETOWN in writing of such termination as soon as possible but no later than five (5) days after learning of such termination.

### ARTICLE III RESPONSIBILITIES OF HOMETOWN

**Benefit Plans and Benefits.** HOMETOWN may allow Payers to access PROVIDER's services under this Agreement for the following Benefit Plan types: a) Benefit Plans where Participants are offered a network of Participating Providers and are required or given the option to select a Primary Care Physician; and b) Benefit Plans where Participants are offered a network of Participating Providers and are not required or given the option to select a Primary Care Physician. Benefit Plans may include workers' compensation plans, Medicaid Plans, Medicare Advantage Plans and Medicare Supplemental Plans, as provided for in Addendum to this Agreement and at the compensation rates set forth therein. HOMETOWN will provide PROVIDER with advance notice if HOMETOWN changes this list of Benefit Plan types for which Payers may access PROVIDER's services under this Agreement.

HOMETOWN will provide PROVIDER with access and guidance with respect to benefit information concerning the type, scope and duration of benefits to which a Participant may be entitled as specified in the Administrative Guidelines.

**Participants.** HOMETOWN will establish a system of Participant identification, subject to retroactive adjustment upon HOMETOWN's receipt of more accurate information, and will identify Participating Providers to those Payers and Participants who are offered a network of Participating Providers. However, HOMETOWN makes no representations or guarantees concerning the number of Participants that will be referred to PROVIDER as a result of this Agreement.

**Orientation and Training.** HOMETOWN will provide initial assistance to PROVIDER and PROVIDER's office staff to become familiar with the administrative requirements of the Utilization Management program(s) and quality assurance programs of HOMETOWN, PROVIDER and any Utilization Management organization.

**Third Parties.** HOMETOWN may enter into an agreement with a Third Party allowing the Third Party to obtain the rights and responsibilities of HOMETOWN under this Agreement as if the Third Party were HOMETOWN. The Third Party accessing this Agreement will be contractually obligated to comply with all applicable terms, limitations and conditions of this Agreement.

## ARTICLE IV COMPENSATION

**Payments.** Payments for Covered Services will be the lesser of the billed charge or the applicable fee under EXHIBIT(s) C-1, C-2, C-3, C-4 and any future EXHIBITS which may be added to address new Benefit Plans as applicable, and subject to the Administrative Guidelines less any applicable Copayments, Coinsurance and/or Deductibles. The rates in this Agreement will be payment in full for all services furnished to Participants under this Agreement. PROVIDER shall submit claims for Covered Services at the location identified by HOMETOWN and in the manner and format specified in this Agreement and the Administrative Guidelines. Claims for Covered Services must be submitted within one-hundred and eighty (180) days of the date of service and within three-hundred and sixty-five (365) days from the date of service when payer is secondary unless otherwise specified by law or regulation. Claims received after this one-hundred and eighty (180) day period may be denied except as provided in the Administrative Guidelines, and PROVIDER shall not bill HOMETOWN, the Payer or the Participant for those denied services. Amounts due and owing under this Agreement with respect to complete claims for Covered Services will be payable within the timeframes required by applicable law. Payment shall be made by HOMETOWN in accordance with the Nevada Revised Statutes upon receipt of an undisputed, clean claim from a PROVIDER. All payments shall be paid pursuant to HOMETOWN and Payer's standard payment policies. Reimbursement for Covered Services rendered hereunder shall be distributed to the PROVIDER, and PROVIDER shall be responsible for compensating Providers for services rendered under this Agreement. All payments for health care services under this Agreement shall be made payable to the PROVIDER name, with the PROVIDER taxpayer identification number and address set out on the signature page.

If PROVIDER has obtained a prior authorization for a Covered Service and PROVIDER has terminated this Agreement, Provider agrees to accept the allowable fees included in this Agreement. PROVIDER shall not bill the Participant for any amount in excess of the Copayment, Deductible, or Coinsurance. This provision shall survive termination of this Agreement and expires when the prior authorization timeframe expires but no later than one hundred twenty (120) days after the effective date of the termination of this Agreement.

**No Financial Liability.** HOMETOWN shall have no financial liability for PROVIDER for Covered Services rendered to a Participant other than Covered Services falling within the scope of a Benefit Plan issued or underwritten by HOMETOWN as opposed to a Benefit Plan that is only administered by HOMETOWN.

**Rates.** The rates in this Agreement or Addenda, as applicable, apply to all services rendered to Participants in the Benefit Plan types covered by this Agreement, including services covered under a Participant's in-network or out-of-network benefits, and shall apply regardless of whether the Payer or Participant is financially responsible for payment. HOMETOWN shall provide the schedule of payments, including any changes to the fee schedules applicable to PROVIDER's practice, if requested at the time the Agreement is executed and at any other time within seven (7) days upon receipt of your request.

**Payer Underpayments and Overpayments.** If PROVIDER believes a Covered Service has been underpaid, PROVIDER must submit a written request for an appeal or adjustment to HOMETOWN, or other Payer, within ninety (90) days from the date of HOMETOWN, or other Payer's, explanation of payment. The request must be submitted in accordance with the dispute

resolution process set out in HOMETOWN's Administrative Guidelines. Requests for appeals or adjustments submitted greater than ninety (90) days from the date of the explanation of payment will be denied.

In the event PROVIDER identifies an overpayment, PROVIDER shall refund to HOMETOWN any excess payment made by a Payer to PROVIDER within sixty (60) days of PROVIDER's discovery of an overpayment if PROVIDER is for any reason overpaid for health care services or supplies.

In the event HOMETOWN identifies an overpayment, HOMETOWN may, at its option, deduct the excess payment from other amounts payable, and PROVIDER will be notified of any such deduction as specified in the Administrative Guidelines.

**Limits on Billing Participants.** PROVIDER shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons other than the applicable Payer for services not listed in Exhibits C-1, C-2, C-3, and C-4 unless the participant has acknowledged the services will not be covered by HOMETOWN and has signed a waiver of liability. Additionally, PROVIDER shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons other than the applicable Payer for Covered Services or any amounts denied or not paid under this Agreement due to PROVIDER's failure to comply with the requirements of HOMETOWN's Utilization Management Program or other Administrative Guidelines, or failure to file a timely claim or appeal. This provision does not prohibit collection of any applicable Copayments, Coinsurance and Deductibles. This provision survives termination of this Agreement, is intended to be for the benefit of Participants, and supersedes any oral or written agreement to the contrary now existing or hereafter entered into between PROVIDER and a Participant or persons acting on the Participant's behalf. Modifications to this section will become effective no earlier than the date permitted by applicable law.

Notwithstanding the foregoing, PROVIDER will bill or charge Participants contracted rates if the Participants have exhausted applicable plan benefits. PROVIDER acknowledges that COMPANY'S denial or adjustment of payment to PROVIDER based on COMPANY'S performance of utilization management or otherwise is not a denial of covered services under this Agreement or under the terms of a Plan, except if COMPANY confirms otherwise.

**Participant Cost Sharing.** PROVIDER shall charge Participants applicable Copayments, Coinsurance and Deductibles in accordance with the process set out in the Administrative Guidelines.

**Participant Cost Sharing Overpayments.** If PROVIDER collects payment from a Participant when not permitted to collect under either this Agreement or the Administrative Guidelines, PROVIDER must repay the amount within two (2) weeks of a request from HOMETOWN or the Participant or of the date PROVIDER has knowledge of the error. If PROVIDER fails to make the repayments, then HOMETOWN may (but is not obligated to) reimburse the Participant the amount inappropriately paid and then withhold this amount from future payments to PROVIDER.

**Billing Non-Participants.** PROVIDER may bill a patient directly for any services provided following the date that patient ceases to be a Participant, and Payer has no obligation to pay for services for such non-participants.

**Non-Medically Necessary Services.** PROVIDER shall not charge a Participant for a service that is determined not to be Medically Necessary unless, in advance of providing the service, PROVIDER or its Represented Provider has notified the Participant that the particular service will not be covered and the Participant acknowledges in writing that he or she will be responsible for payment for such service.

**Laboratory Test Procedures.** If applicable, with the exception of those laboratory tests listed on EXHIBIT S all other laboratory test procedures must be performed in a laboratory that is a Participating Provider with HOMETOWN and listed in the HOMETOWN directory as a laboratory. Laboratory test procedures not listed on EXHIBIT S must be referred to a Participating laboratory and PROVIDER may not bill Participants for such services if referred to a non-participating laboratory or performed in PROVIDER's office.

**Audits.** HOMETOWN shall provide a minimum of fourteen (14) days' notice, of the intent to audit all payment records maintained by PROVIDER for Covered Services provided to Participants. HOMETOWN will have the right to conduct audits of such records and will audit its own records, if necessary, to determine if amounts have been properly paid under this Agreement within three hundred sixty-five days (365) days from date of payment unless otherwise required by law. HOMETOWN shall notify PROVIDER in writing of any amounts determined to be due and owing as a result of such audits. Upon PROVIDER'S receipt of notice, PROVIDER will have thirty (30) days to audit such findings and either promptly dispute the findings by submitting PROVIDER's audit findings to HOMETOWN or by paying any amounts determined due or, at the option of the party to whom such amounts are owed, offset against amounts due and owing by such party. This provision survives the termination of this Agreement.

**COB.** Certain claims for Covered Services are claims for which another Payer may be primarily responsible under coordination of benefit rules. PROVIDER may pursue those claims in accordance with the process set out in the Administrative Guidelines.

## ARTICLE V TERM AND TERMINATION

**Term.** This Agreement shall be effective for an initial term ("Initial Term") of two years and 9 months from the Effective Date of **December 1, 2024** and ending on September 1, 2027 and thereafter the term of this Agreement shall renew upon mutual written agreement for additional terms of one (1) year, unless terminated in accordance with ARTICLE V or unless non-renewed as of the anniversary date of the Effective Date by either party with at least one hundred twenty (120) days prior written notice to either Party.

**Non-Cause Termination/Nonrenewal.** Either PROVIDER or HOMETOWN can terminate this Agreement at any time by providing at least one hundred twenty (120) days advance written notice.

**For Cause.** Either PROVIDER or HOMETOWN can terminate this Agreement immediately if the other becomes insolvent. Either party may terminate the other or, Hometown may terminate a Provider's participation, upon thirty (30) days advance written notice to the other for a material breach of the Agreement, or if a Provider under employment by PROVIDER breaches a provision

of this Agreement. Such breach may be cured by the breaching party, as applicable, within thirty (30) days of the issuance of notice of termination.

**Immediate Termination.** HOMETOWN can also terminate a group provider's participation immediately (or upon such longer notice required by applicable law, if any) if such Provider: (i) no longer maintains the licenses required to perform his/her duties under this Agreement; (ii) the Provider is disciplined by any licensing, regulatory, accreditation organization, or any other professional organization with jurisdiction over the group provider; (iii) if the group provider no longer satisfies HOMETOWN's credentialing requirements (iv) change of control of PROVIDER to an entity not acceptable to HOMETOWN; or, (v) in the event that HOMETOWN determines that the PROVIDER or such Provider's continued participation would place the health or safety of Participants at risk.

**Effect of Termination.** Upon notice of termination of this Agreement or of a group provider's participation, HOMETOWN will notify affected Participants of the termination to the extent required by law (if any) and applicable accrediting body requirements. The notification will occur prior to the effective date of the termination except if the termination is for cause or if PROVIDER does not provide HOMETOWN with sufficient advance notice, in which case, the notice will occur as soon as reasonably possible. PROVIDER will cooperate with HOMETOWN and provide HOMETOWN with a listing of Participants affected by the termination within seven (7) business days of the date of the notice of termination. Upon termination of this Agreement for any reason, the rights of each party terminate, except as provided in this Agreement. Termination will not release PROVIDER, or HOMETOWN from obligations under this Agreement prior to the effective date of termination. During the notice period, Participants not already patients of the PROVIDER or Provider, as applicable, shall not be permitted to select PROVIDER or group provider as a provider of care, including selection of a group provider as a primary care physician, absent express written consent by HOMETOWN's Medical Director.

**Services Upon Termination.** Except in cases where termination of this Agreement was due to medical incompetence or professional misconduct, group provider shall, if PROVIDER and Participant agree, continue to provide Covered Services under NRS. 695G.164 for specific conditions for which a Participant was under PROVIDER's care at the time of such termination until the later of:

- a) the current period of active treatment, or for up to 120 calendar days, whichever is less, after the date the contract is terminated; or
- b) if the medical condition is pregnancy, continuation of care through postpartum period for members regardless of trimester.

During the continuation period under this section: (1) the parties shall be bound by the terms and conditions of this Agreement; (2) PROVIDER shall be compensated for Covered Services provided to any such Participant in accordance with the compensation arrangements under this Agreement; and 3) PROVIDER is prohibited from billing Participants for any amounts in excess of the Participant's applicable Coinsurance, Copayments or Deductibles. PROVIDER has no obligation under this Agreement to continue to provide services to individuals who cease to be Participants.

## ARTICLE VI MISCELLANEOUS

**Fair Market Value.** Compensation is set at the fair market value for services furnished by PROVIDER, and is within standards necessary to comply with tax-exempt, nonprofit corporation rules, and is not determined in any manner that takes into account the volume or value of referrals or other business generated between the Parties. Payment is made pursuant to an agreement that is commercially reasonable and for identifiable services. Compensation shall not be modified during the first year of this Agreement.

**Confidentiality.** As a result of this Agreement, PROVIDER may have access to certain of HOMETOWN's confidential and proprietary information. PROVIDER shall hold such information, including the terms of this Agreement, in confidence and will not use or disclose such information to any person without the prior written consent of HOMETOWN except as may be required by law or where final approval by PROVIDER's governing body is required. HOMETOWN acknowledges, however, that PROVIDER is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its documents and records are available for copying and inspection by the public.

This provision does not prohibit communications necessary or appropriate for the delivery of health care services, communications about coverage and coverage appeal rights or any other communications specifically protected under applicable law. This provision survives the termination of this Agreement.

**Communications Compliance.** Nothing in this Agreement shall be construed to prohibit communications to Participants, plan sponsors, or referring providers regarding the disclosure of cost or quality of care information or data, and certain other information as required by Internal Revenue Code (Code) section 9824, Employee Retirement Income Security Act (ERISA) section 724, and Public Health Service (PHS) Act section 2799A-9, as added by the Consolidated Appropriations Act, 2021 (CAA) and as applicable, or restrict the plan or issuer from sharing such information with a business associate, consistent with applicable privacy regulations.

**Independent Parties.** PROVIDER and HOMETOWN are independent contractors. HOMETOWN and PROVIDER do not have an employer-employee, principal-agent, partnership, or similar relationship. PROVIDER and HOMETOWN are independent contractors, nothing in this Agreement, including PROVIDER's participation in Quality Management and Utilization Management programs, nor any coverage determination made by HOMETOWN or a Payer, is intended to interfere with or affect a group provider's independent medical judgment in providing health care services to his/her patients.

**Hold Harmless.** PROVIDER agrees that in no event, including but not limited to non-payment by HOMETOWN, insolvency of Hometown Health or breach of the Agreement, shall PROVIDER or group provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Participant or persons other than HOMETOWN acting on their behalf for Covered Services provided pursuant to the Agreement. This provision does not prohibit the collection of supplemental charges or cost shares on HOMETOWN's behalf made in accordance with the terms of the Participants health benefit or amounts due for services that have been correctly identified in advance as a non-Covered Service, subject to medical coverage criteria, as established by HOMETOWN and/or CMS, with appropriate disclosure to the Participant of their financial obligation. This advance notice does not apply to services not covered due to a statutory exclusion from the Medicare Advantage Program.



**Internal Dispute Resolution.** Disputes that might arise between the parties regarding the performance or interpretation of this Agreement must first be resolved through the applicable internal dispute resolution process outlined in the Administrative Guidelines.

**Compensation Change Amendments.** For amendments that are modifying the schedule of payments, including any changes to the fee schedules HOMETOWN can amend this Agreement by providing sixty (60) days advance written notice, except if a shorter notice period is required to comply with changes in applicable law. The change will become effective at the end of the sixty (60) day notice period or, if applicable, the shorter notice period required to comply with changes in applicable law. If PROVIDER objects to the compensation change amendment and notifies HOMETOWN of its objection within thirty (30) days of the date of the notice of amendment, the non-cause termination clause will take effect at the end of one hundred twenty (120) day notice following PROVIDERS written objection to the amendment or, if applicable, at the end of the shorter notice period required to comply with changes in applicable law, unless HOMETOWN agrees to retract the amendment, in which case the Agreement will remain in force without the proposed amendment. All objections to compensation change amendments must be submitted via USPS Certified Mail, signature required.

**Plan Change Amendments.** For amendments that are modifying, adding, or removing the plan exhibits included in the Agreement, HOMETOWN can amend this Agreement by providing sixty (60) days advance written notice through a notice amendment, except if a shorter notice period is required to comply with changes in applicable law. The change will become effective at the end of the sixty (60) day notice period or, if applicable, the shorter notice period required to comply with changes in applicable law. If PROVIDER objects to the plan change amendment and notifies HOMETOWN of its objection within thirty (30) days of the date of the notice of amendment, the non-cause termination clause will take effect at the end of one hundred twenty (120) day notice following PROVIDERS written objection to the amendment or, if applicable, at the end of the shorter notice period required to comply with changes in applicable law, unless HOMETOWN agrees to retract the amendment, in which case the Agreement will remain in force without the proposed amendment. All objections to plan change amendments must be submitted via USPS Certified Mail, signature required.

**Regulatory Language Amendments.** For amendments that are generated due to applicable laws and regulatory requirements in the terms of this Agreement, HOMETOWN can amend this Agreement by providing thirty (30) days advance written notice to PROVIDER. Such amendment shall become effective at the end of the thirty (30) day notice period or as otherwise provided in the amendment.

**Assignment and Delegation.** Neither HOMETOWN or PROVIDER may assign the rights under this Agreement to any other party without written consent of the parties hereto and will not be unreasonably withheld.

**Use of Name.** PROVIDER agrees that HOMETOWN may include descriptive information about PROVIDER and its group providers in literature distributed to existing or potential Participants, Participating Providers and Payers. That information will include, but not be limited to, PROVIDER and its PROVIDER name, telephone number, address, and specialties. PROVIDER shall identify itself and its group providers as Participating Providers with respect to those Benefit Plans in which PROVIDER participates with HOMETOWN. PROVIDER's use of HOMETOWN's

name or any other use of PROVIDER's and its group providers' names by HOMETOWN will be upon prior written approval or as the parties may agree.

**Notices.** Any notice required under this Agreement must be in writing and sent by United States mail, certified mail, return receipt, postage prepaid, to HOMETOWN and PROVIDER at the addresses below. Either party can change the address for notices by giving written notice of the change to the other party in the manner just described.

**Governing Law, Venue & Jurisdiction.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of Nevada, without giving effect to conflicts of laws principles. Each Party agrees to the exclusive jurisdiction of any state or federal court within the County of Clark, State of Nevada, with respect to any claim or cause of action arising under or relating to this Agreement. The Parties each waive any objection based on forum non conveniens and waive any objection to venue of any action instituted hereunder.

HOMETOWN shall not terminate this Agreement, refuse to contract with, or refuse to compensate you because you in good faith advocate in private or in public on behalf of a Participant, assist a Participant in seeking reconsideration of a decision to deny coverage for a health care service, or report a violation of law to an appropriate authority.

**Waiver of Breach/Severability/Entire Agreement/Copy of Original Agreement.** If any party waives a breach of any provision of this Agreement, it will not operate as a waiver of any subsequent breach. If any portion of this Agreement is unenforceable for any reason, it will not affect the enforceability of any remaining portions. This Agreement, including any exhibits to this Agreement, contains all of the terms and conditions agreed upon and supersedes all other agreements between the parties, either oral or in writing, regarding the subject matter. A copy of this fully executed Agreement is an acceptable substitute for the original fully executed Agreement.

IN WITNESS WHEREOF, this Agreement by and between Hometown Health Plan, Inc., and Hometown Health Providers Insurance Company, Inc., and **University Medical Center of Southern Nevada dba University Medical Center: UMC; UMCSN; UMC Quick Care; UMC Primary Care** is effective December 1, 2024.

**University Medical Center of Southern Nevada dba University Medical Center: UMC; UMCSN; UMC Quick Care; UMC Primary Care**

By: Mason Van Houweling

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date Signed: 12-16-24

Federal Tax ID: 88-60000436

**Mailing / Notification Address:**

1800 West Charleston Boulevard  
Las Vegas, NV 89102

**Billing Remittance Address:**

1800 West Charleston Boulevard  
Las Vegas, NV 89102

**Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc.**

By: Bethany Sexton  
8D23D2B7988B422...

Printed Name: Bethany Sexton

Title: Chief Executive Officer

Date Signed: 12/11/2024 | 14:44 PST

**Notification:**

Address: 10315 Professional Circle  
City, State, Zip: Reno, NV 89521

**EXHIBIT A**  
**PRACTICE LOCATIONS**

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

**EXHIBIT B**  
**CREDENTIALING**

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

**EXHIBIT C-1**

**ALL COMMERCIAL HMO PLANS**

**REIMBURSEMENT TERMS**

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



**EXHIBIT C-2**

**Commercial Fully Insured PPO, Self-Funded,**

**Third Party Administrator, Lease PLANS**

**REIMBURSEMENT TERMS**

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

**EXHIBIT C-3**

**SENIOR CARE PLUS HMO/PLANS**

**REIMBURSEMENT TERMS**

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

**ATTACHMENT MA-D**  
**MEDICARE ADVANTAGE**  
**PARTICIPATION**

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

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### Purpose of the Form

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

### General Instructions

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

### Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> Hometown Health Providers Insurance Company, Inc. Hometown Health Plan, Inc.						
<b>(Include d.b.a., if applicable)</b> OneHealth						
<b>Street Address:</b>		10315 Professional Cir.		<b>Website:</b> Hometownhealth.com		
<b>City, State and Zip Code:</b>		Reno, NV 89512		<b>POC Name:</b> Danae Lear <b>Email:</b> Dlear@hometownhealth.com		
<b>Telephone No:</b>		775-982-3008		<b>Fax No:</b> 775-982-3751		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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

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

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

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

DocuSigned by:

*David Hansen*

Signature

CEO Hometown Health

Title

David Hansen

Print Name

8/17/2021 | 18:32 PDT

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name  
Authorized Department Representative



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

<b>Issue:</b>	<b>Amendment to Hospital Services Agreement with Health Direct Partners</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment to the Hospital Services Agreement with Health Direct Partners for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: 5/01/2023 - 4/30/2026  
Amount: Revenue based on volume  
Out Clause: 90 days w/o cause

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

**BACKGROUND:**

On August 30, 2023, the Governing Board approved a Hospital Services Agreement (“Agreement”) with Health Direct Partners (“HDP”), which provides HDP members with healthcare access to UMC’s hospital and its urgent care facilities. The term of the Agreement is from May 1, 2023 through April 30, 2026.

This request is to amend the Agreement to add a new Exhibit C-1 which incorporates compensation for covered services to Medicaid Members.

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

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

Cleared for Agenda  
January 22, 2025

Agenda Item #

**9**

## **AMENDMENT TO THE HOSPITAL SERVICES AGREEMENT**

This Amendment ("Amendment") to the Hospital Services Agreement ("Agreement") is entered into as of the 1st day of January, 2025 by and between Health Direct Partners, a Nevada limited liability company ("HDP" or "Health Direct Partners"), and University Medical Center of Southern Nevada, a licensed Clark County-owned and operated acute care hospital ("Hospital"). Health Direct Partners and Hospital are together referred to as the "Parties."

### **RECITALS**

**WHEREAS**, the Parties entered into the Hospital Services Agreement on September 1, 2023, whereby the Hospital provides certain covered services to members of Health Direct Partners;

**WHEREAS**, the Parties wish to amend the Agreement to include additional provisions related to the compensation structure for services provided to HDP members who are covered by Medicaid;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and in the Agreement, the Parties hereby agree to the following:

### **I. Exhibit C-1, COMPENSATION FOR COVERED SERVICES TO MEDICAID MEMBERS shall be added in its entirety**

Except as modified by this Amendment, all terms and conditions of the original Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates written below.

**Business Associate:**  
Health Direct Partners

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By:  \_\_\_\_\_  
Name: Jack London \_\_\_\_\_  
Title: CEO and Founder \_\_\_\_\_  
Date: 12/10/2024 \_\_\_\_\_

---

**Covered Entity:**  
University Medical Center of Southern Nevada

By: \_\_\_\_\_  
Name: Mason Van Houweling \_\_\_\_\_  
Title: Chief Executive Officer \_\_\_\_\_  
Date: \_\_\_\_\_

---

Exhibit C-1  
Medicaid Payment Schedule

The University Medical Center ("Hospital") agrees to accept payment for services rendered to Health Direct Partners ("HDP") members who are covered by Medicaid at a rate equivalent to [REDACTED] of the Medicaid allowable fee schedule. This payment will be made in accordance with the reimbursement guidelines provided by Medicaid, and all claims submitted by the Hospital will adhere to the billing and payment procedures established under the Medicaid program.

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input checked="" type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 3</b>						
<b>Corporate/Business Entity Name:</b> HEALTH DIRECT PARTNERS, LLC DBA PATIENTPAL.ORG LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b> 114 E. PRICE STREET			<b>Website:</b> PATIENTPAL.ORG			
<b>City, State and Zip Code:</b> BRANSON, MO 65616			<b>POC Name:</b> JACK G. LONDON, D.D. <b>Email:</b> JACK@PATIENTPAL.ORG			
<b>Telephone No:</b> 417-348-0777			<b>Fax No:</b> 417-348-0779			
<b>Nevada Local Street Address:</b> 10620 Southern Highlands Parkway Suite 110-996			<b>Website:</b> PATIENTPAL.ORG			
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b> LAS VEGAS, NV 89141			<b>Local Fax No:</b> 702-737-7504			
<b>Local Telephone No:</b> 702-737-7555			<b>Local POC Name:</b> JACK G. LONDON, D.D. <b>Email:</b> JACK@PATIENTPAL.ORG			

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

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

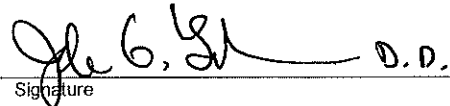
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
JACK G. LONDON, D.D.	FOUNDER + CEO	100%

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

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

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

 Signature	JACK G. LONDON, D.D. Print Name
FOUNDER + CEO Title	JUNE 5, 2023 Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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**For UMC Use Only:**

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative



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

<b>Issue:</b>	<b>Dialysis Products Purchase Agreement with Vantive US Healthcare LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Dialysis Products Purchase Agreement with Vantive US Healthcare LLC; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000705000	Funded Pgm/Grant: N/A
Description: Purchase Agreement for dialysis products	
Bid/RFP/CBE: NRS 332.115(4) – goods commonly used by a hospital	
Term: Five years	
Amount: \$1,800,000 total; \$360,000 per year	
Out Clause: 60 days for breach; 90 days for Budget Act/fiscal fund out	

**BACKGROUND:**

This request is for UMC to enter into the Dialysis Products Purchase Agreement (“Agreement”) with Vantive US Healthcare, LLC, (“Vantive”) where Vantive will provide dialysis products, primarily Primasol and Phoxillum, for use with patients with kidney illnesses. This Agreement would allow clinical staff at UMC, which ranked first out of 256 programs for its one-year kidney survival rate according to the Scientific Registry of Transplant Recipients, to use preferred treatments for renal patients.

UMC will purchase products under the Agreement for a term of five years. The Agreement may be terminated by UMC, upon prior written notice to vendor, provided a breach has first occurred or such termination is necessitated by Budget Act/fiscal fund out considerations.

UMC’s Supply Chain Services Manager has reviewed and recommends approval of this Agreement.

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

Cleared for Agenda  
January 22, 2025

Agenda Item #

**10**

## Dialysis Products Purchase Agreement

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
ATTN A/P 1800 W CHARLESTON BLVD  
LAS VEGAS, NV 89102-2329  
ACCOUNT #: 77009539

Vantive US Healthcare LLC  
Renal Division  
One Baxter Parkway  
Deerfield, IL 60015

Date: November 21, 2024

### 1. TERM; OWN USE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Purchaser"), a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, and Vantive US Healthcare LLC ("Vantive") are entering into this Dialysis Products Purchase Agreement (the "Agreement") agreeing to be bound by its terms. The proposed arrangement contemplated under this Agreement will be available for Purchaser's consideration for ninety (90) days. The "Start Date" of this Agreement shall be five (5) business days following the day in which this Agreement is fully executed by both parties for orders placed directly through Vantive. Should Purchaser choose to purchase Products through a Vantive authorized distributor, Purchaser acknowledges that Vantive authorized distributors may require up to forty-five (45) additional calendar days to adjust the pricing in their billing system and to notify Purchaser of adjusted pricing. Purchaser understands that the prices a Vantive authorized distributor bills Purchaser for Products are at the Vantive authorized distributor's discretion. The "End Date" of this Agreement shall be on October 31, 2029.

Purchaser shall buy Products only for shipment to, and use by, Purchaser's Member Units and/or their patients. Purchaser shall not buy Products on behalf of, or sell them to, any other person or entity. Purchaser represents and warrants that Purchaser is not purchasing Products under this Agreement from Vantive pursuant to Purchaser's membership with any GPO or utilizing any GPO as its purchasing agent.

### 2. DEFINITIONS

**"AMIA"** shall mean the AMIA 2.0 Automated PD System, including the cyclor cassette, modem, and modem antenna, if applicable.

**"Anniversary Date"** shall be November 1 of each calendar year following the Start Date of this Agreement.

**"Case Price"** means the price of a case of Product.

**"CRRT"** means Continuous Renal Replacement Therapy, which, for purposes of this Agreement, shall include Therapeutic Plasma Exchange ("**TPE**").

**"Disposables"** means any product manufactured, sold, or provided by Vantive other than Equipment, CRRT or Parts.

**"Each Price"** means the price of an individual unit of a Product.

**"Equipment"** means durable medical equipment or what is referred to in the Terms and Conditions as devices, hardware, instruments, and instrumentation, sold by Vantive.

**"Force Majeure"** means supply shortage (including but not limited to shortages caused by disruptions of power, energy, utilities, or transportation or lack of raw materials), manufacturing problems, delivery or labor problems, discontinuation of Product line, acts of regulatory or other governmental or quasi-governmental entities, act or threat of terrorist activity or civil disorder, act or threat of war or other hostilities by foreign or domestic parties, acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), or any other unforeseen events or causes beyond Vantive's control.

**"HD"** means Hemodialysis.

**"Home Patients"** shall mean individuals for which Purchaser holds an active prescription on file with Vantive and is providing Automated Peritoneal Dialysis ("APD"), Continuous Ambulatory Peritoneal Dialysis ("CAPD"), or HD therapy in the individuals' homes.

**"HOMECHOICE" and "HOMECHOICE PRO"** shall mean the HOMECHOICE and HOMECHOICE PRO Automated PD Systems, including the cyclor cassette.

**"HOMECHOICE CLARIA"** shall mean the HOMECHOICE CLARIA Automated PD System, including the cyclor cassette, modem, and modem antenna, if applicable.

**"Member Units"** means those facilities or units in which Purchaser has at least sixty percent (60%) ownership interest or management control and for which Purchaser can provide written documentation to support such ownership. Member Units are set forth on Schedule B attached hereto. Member Units may be added or deleted from Schedule B upon written notification to Vantive by Purchaser.

**"Net Purchases"** means the gross sales of purchases for Products (other than Equipment) made by Purchaser (net of any added freight charges, taxes, refunds, credits on Product returns (unless returned due to a product recall) within the applicable reporting period, as invoiced by Vantive or through any Vantive Authorized Distributor.

**"Non-Committed Products"** means the Products listed on Schedule A identified by the pound sign (#) that are not subject to Purchaser Commitments in Section 4(a).

**"Parts"** means Equipment components sold or manufactured by Vantive.

**"PD"** means Peritoneal Dialysis.

**"Products"** means Disposables, Equipment, Parts, or any combination thereof as listed on Schedule A, which Products may be added or deleted via written notification from Vantive during the term of the Agreement.

**"Product Category"** means any of the following categories of Products covered by this Agreement: (1) PD Products; (2) HD Products; and (3) CRRT Products.

**"Quarter"** means the period measured from the Start Date and every three-months thereafter.

**"Terms and Conditions"** means the Vantive Terms and Conditions (or their equivalent) in effect at the time of Purchaser's order placement as to the Product then being ordered as described in Section 10(a).

**"Twelve Month Period"** means the twelve-month period measured from the Start Date and every twelve months thereafter.

### **3. PRICES AND OTHER TERMS:**

**a.** Prices for Products as set forth on Schedule A shall become effective on the Start Date and, subject to the pricing conditions set forth in the balance of this Section 3, are firm through the date immediately prior to the first Anniversary Date. Effective the first Anniversary Date, and on each subsequent Anniversary Date during the term, prices shall increase in an aggregate amount, net of individual Product code increases or decreases, as determined by Vantive in its discretion, equal to the greater of five percent (5%) or the percentage increase for the Consumer Price Index for Medical Care, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the most recently published twelve (12) month period (ending four (4) months prior to the applicable Anniversary Date) ("CPI-M"). Such aggregate increase will be defined based on Purchaser's purchases during the twelve (12) month period identified in the prior sentence.

**b. Emergency Use Authorized Products:** Certain Products may be subject to Emergency Use Authorization ("EUA") by the Food and Drug Administration ("FDA") and Purchaser's purchases of such EUA products shall be included in measuring compliance with the above Minimum Commitment(s). During the term of this Agreement, if such EUA status expires or is otherwise terminated, such EUA Product(s) shall be deemed removed from Schedule A. Notwithstanding the foregoing, Purchaser shall still be responsible for maintaining



compliance with their Minimum Commitment(s), which may be accomplished through purchases of non-EUA Products.

c. Notwithstanding the foregoing, the prices that Purchaser shall pay for Non-Committed Products are those set forth on Schedule A denoted by the pound sign (#). The prices for Non-Committed Products are subject to change by Vantive at any time. Vantive shall endeavor to send written notification to Purchaser thirty (30) days prior to any changes, although circumstances might allow less notice.

d. Member Units located in Hawaii will include an additional pricing premium of ten percent (10%) and accounts located in Alaska will include an additional pricing premium of twenty percent (20%). Such premiums shall be added to all prices listed on Schedule A.

e. Member Units located in Idaho, Montana, Utah, North Dakota, South Dakota, or Wyoming will include an additional pricing premium of ten percent (10%) on all PD Products. Such premium shall be added to applicable prices listed on Schedule A.

f. The listing of Products on Schedule A is subject to discontinuation of a Product at Vantive's sole discretion and/or due to Force Majeure events. All Products are subject to availability based upon Vantive's current Product portfolio.

g. Payment terms are net thirty (30) days from the invoice date. Purchaser will not incur fees associated with late payment.

h. In the event Purchaser is eligible for price rebates for any Products purchased, the terms of such rebate(s) shall be set forth in a Schedule to this Agreement.

i. Disposable items are shipped FOB Destination (freight prepaid by Vantive), and the risk of loss on any Disposable shall pass to Purchaser when Purchaser receives the Disposable.

#### **4. PURCHASER AND VANTIVE COMMITMENT**

a. **PURCHASER COMMITMENT:** During each Twelve Month Period of this Agreement, Purchaser shall purchase from Vantive a minimum, excluding Non-Committed Products, if applicable, of Three Hundred Twelve Thousand Two Hundred Seventy-Three Dollars (\$312,273) of CRRT therapy products (the "Minimum Commitment"). Purchaser agrees to meet not less than semi-annually with a Vantive representative to discuss purchasing performance for the last six (6) month period as it relates to actual purchases versus projected purchases. Purchaser's total CRRT utilization is subject to audit by Vantive for purposes of determining compliance with the Minimum Commitment in each Product Category.

#### **5. SHORTFALL**

a. **CRRT Shortfall:** In the event Purchaser fails to meet any of its obligations hereunder at the end of each Twelve Month Period ("Noncompliance"), and such Noncompliance is not cured within thirty (30) days after Vantive's written notice, without otherwise limiting any of its remedies under law or equity, Vantive may require Purchaser to pay Vantive a shortfall as calculated below, with such payment to be made within thirty (30) days of Purchaser's receipt of an invoice from Vantive.

The shortfall calculation is made by determining the amount of purchases that should have been made by Purchaser during the applicable Twelve Month Period in order to meet the Minimum Commitment per applicable Product Category (the "Required Purchase"). The shortfall for the applicable Product Category shall be equal to the difference between the Required Purchase and Purchaser's actual purchases for that Product Category during that Twelve Month Period multiplied by ninety percent (90%) for the CRRT Product Category (the "Shortfall").

Notwithstanding the foregoing, if Purchaser's Noncompliance is caused by Vantive's inability to deliver Products (a "Vantive Noncompliance Event"), Vantive will temporarily, during the time period of the Vantive Noncompliance Event, waive Purchaser's Minimum Commitment per applicable Product Category, provided Purchaser has depleted its available inventory of Products from Vantive. Purchaser agrees that once Vantive

is able to deliver Product, the Minimum Commitment waiver shall no longer apply and any shortfall calculation will be prorated over each Twelve Month Period to take into consideration a Vantive Noncompliance Event.

#### **6. BREACH AND TERMINATION**

If either party asserts that the other party committed a material breach of this Agreement, then the non-breaching party must notify the breaching party in writing of the specific breach and request that it be cured. If the breaching party does not cure the breach within sixty (60) calendar days after receiving written notice, then the non-breaching party may terminate this Agreement without penalty by sending written notice to the breaching party.

#### **7. OFFSETS**

Vantive reserves the right, and Purchaser hereby expressly grants Vantive the right, to offset any undisputed amounts necessary to satisfy any past due obligation by Purchaser to Vantive under this Agreement, including, without limitation, those amounts arising from any credits, rebates or other amounts. Such offset and application shall be limited to transactions under this Agreement only, at Vantive's sole discretion, and with subsequent written notice provided to Purchaser with sufficient detail to identify the payment obligation to which the offset was applied. Purchaser understands and agrees that its disclosure obligations referred to in Section 8 below shall apply to all discounts, rebates and other reductions in price earned by Purchaser, and that any offset against any such amounts shall not limit Purchaser's reporting requirements to governmental and any third party payors.

#### **8. DISCOUNTS**

All discounts, rebates, bonuses or other reductions in price received by Purchaser from Vantive under the attached Schedule A or elsewhere in this Agreement are "discounts or other reductions in price" to Purchaser under 42 U.S.C. 1320a-7b(b). Purchaser shall appropriately reflect such discounts, rebates or other reductions in price as required by that provision or regulations related thereto.

Notwithstanding any other provision of this Agreement, and except as expressly provided in a Schedule, all other pricing (including rebates and discounts) in the Agreement is established independently for each Product covered by this Agreement and is not conditioned upon any other purchase or performance requirement. The inclusion in this Agreement of pricing for multiple Products is for the convenience of the parties only and does not impose additional conditions for the receipt of the pricing for any Product other than the conditions specifically stated to achieve the pricing for such Product.

#### **9. CONFIDENTIALITY**

Vantive acknowledges that Purchaser is a public, county-owned hospital, subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. To the extent allowed by law, Purchaser and Vantive shall not use or disclose any confidential or proprietary information, including but not limited to pricing and agreement terms, disclosed by one party to another in connection with this Agreement ("Confidential Information"). Notwithstanding the foregoing, the Purchaser and Vantive may use or disclose Confidential Information as reasonably required to conduct their business provided that the third party receiving the Confidential Information is bound by confidentiality provisions at least as strong as those in this Agreement and provided the party to whom the Confidential Information is disclosed is prohibited from disclosing, divulging, or using any disclosed Confidential Information for any purposes other than to benefit the party's performance improvement initiatives. Further, the receiving party may not store or keep the Confidential Information longer than is necessary to fulfill the party's immediate business need. The foregoing confidentiality obligations shall not apply to any information which (i) is generally available to the public; (ii) was made available to other third persons on a non-confidential basis prior to the execution of the Agreement; (iii) is available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information or (iv) is required by law, subpoena or court order to be disclosed. A party disclosing Confidential Information pursuant



to subsection (iv) must notify the other party as soon as reasonably practicable of such requirement to disclose and cooperate with the other party in protecting against disclosure or obtaining a protective order.

## 10. **GENERAL PROVISIONS**

**a. Terms and Conditions.** The applicable Terms and Conditions in effect on the date of Purchaser's order placement that do not expressly conflict with any terms of this Agreement shall apply and are incorporated by reference herein. Notwithstanding the foregoing, in the event of a direct conflict between one or more of Vantive's online Terms and Conditions and any applicable Nevada law to which Purchaser is bound to comply, the parties agree that Nevada law shall govern, but only to the extent the specific conflicting Terms and Conditions in question are prohibited thereunder. The remaining terms of this Agreement and Vantive's online Terms and Conditions shall continue to apply.

ALL VANTIVE SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE APPLICABLE TERMS AND CONDITIONS, WHICH ARE ACCEPTED BY, AND SHALL BE DEEMED BINDING ON, THE PURCHASER, UPON PLACING AN ORDER FOR PRODUCT(S). VANTIVE'S TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME, ARE AVAILABLE ON VANTIVE'S WEBSITE AT <https://www.baxter.com/terms-conditions-sale> AND ARE ACCESSIBLE BY PURCHASER. VANTIVE RESERVES THE RIGHT AT ANY TIME TO CHANGE THE TERMS AND CONDITIONS WITHOUT NOTICE.

Notwithstanding the foregoing, Vantive agrees to provide reasonable notice of any material financial liabilities imposed on Purchaser under this Agreement due to modifications to the Terms and Conditions ("Terms Modifications") and to meet in good faith with Purchaser ahead of any such Terms Modifications to discuss ways to minimize financial liabilities to Purchaser.

**b. Entire Agreement, Modifications.** This Agreement represents the entire Agreement between the parties concerning the Schedule A Products and supersedes all prior written and oral negotiations, representations, and agreements concerning such Products. No changes to this Agreement, including, without limitation, any conflicting or additional terms contained in a purchase order or other document (excluding the Terms and Conditions) shall be valid unless approved in writing by Purchaser and by Vantive. Each party hereby waives any rights it may have to enforce any additional or conflicting terms. The parties agree that either of them may utilize a copy of this provision as written evidence of the knowing, voluntary, and bargained for agreement between the parties to waive the right of Purchaser to enforce such additional or conflicting purchase order terms. All schedules to this Agreement are incorporated herein by reference. All schedules to this Agreement are incorporated herein by reference. This Agreement shall not be explained, supplemented, or qualified through trade usage or a prior course of dealing.

**c. Assignment.** Neither this Agreement, nor any right or interest herein, may be assigned, delegated or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vantive may assign, delegate or otherwise transfer its rights and obligations in this Agreement, without Purchaser's consent: (i) to any Affiliate; or (ii) if carried out in connection with a merger, sale, restructuring, divestiture, spin-off or transfer of all or substantially all of the assets or business to which this Agreement pertains. Any assignment, delegation or other transfer without required consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. "Affiliate" means, with respect to any specified party, any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified party.

**d. Licenses.** Purchaser shall maintain all licenses, permits and approvals necessary for the purchase of prescription products (e.g., state pharmacy license, physician's license) and shall promptly forward copies thereof to Vantive upon request.

**e. Audit.** To the extent required by law, the parties will make available to the Secretary of Health and Human Services, the Comptroller General of the General Accounting Office, or their authorized representatives (collectively the "Government") this Agreement and any books, documents, and records in their possession

relating to the nature and extent of the costs of any services hereunder for a period of four (4) years after the provision of said services. Nothing in this paragraph is intended to waive any right either party may have under applicable law or regulations to retain in confidence information included in records requested by the Government.

**f. Notices.** All notices and other written communication related to this Agreement shall be addressed to the following address:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
ATTN LEGAL 1800 W CHARLESTON BLVD  
LAS VEGAS, NV 89102-2329

**g. Software.** Intentionally omitted.

**h. Indemnification:** Intentionally omitted.

**i. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to any rules governing conflicts of laws.

**j. Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the purchase obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Purchaser for the then-current fiscal year under the Local Government Budget Act. Notwithstanding the foregoing, Purchaser covenants that it is a public body corporate of the State of Nevada and that it shall do all things lawfully within its power to obtain funds from which the payments may be made, including making provisions for such payments, to the extent necessary, in each budget submitted for the purpose of obtaining funding. Therefore, if Customer determines it has not yet received adequate appropriations, budget allocations or income to enable it to meet the terms of this Agreement for any fiscal year included within the terms of this Agreement, it may, upon notice to Vantive elect to either amend, suspend or cancel this Agreement by serving ninety (90) days' written notice to Vantive prior to the end of such applicable fiscal period. This Agreement will thereafter terminate and be rendered null and void, without penalty, liability, or expense of any kind to the Customer, and such termination shall be effective on the last day of the fiscal period for which appropriations, allotments or allocations were made; provided, however, that Customer shall remain liable for (1) the portions of the payments due and payable hereunder prior to such termination for which funds have been appropriated, allotted or allocated or have otherwise been made available; and (2) any other obligations and liabilities of Customer under this Agreement accruing or arising prior to such termination.

**k. Enforceability.** If any provision of this Agreement is declared void, or otherwise unenforceable, such provision shall be interpreted as closely as possible to the manner in which it was written or, if not possible, such provision shall be deemed to have been severed from this Agreement, and the remainder of the provisions of this Agreement shall otherwise remain in full force and effect.

This Agreement is not valid until signed by Vantive. Any waiver of any of the provisions of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver. Both parties agree that a signed facsimile or electronic transmission of signature(s), in whole or in counterparts, is as valid as an original document, and is fully enforceable in accordance with its terms.



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

**VANTIVE US HEALTHCARE LLC ("Vantive")**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN  
NEVADA ("Purchaser")**

Signature:   
Brian Carter (Dec 5, 2024 09:21 CST)

Signature: \_\_\_\_\_

Name: Brian Carter

Name: Mason Van Houweling

Title: Sr, Manager, Commercial Operations

Title: Chief Executive Officer

Date: 05-Dec-2024

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

**Schedule A - Product List**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
LAS VEGAS, NV  
Account #: 77009539

PRODUCT	PRODUCT DESCRIPTION	PACK FACTOR	PRICE EACH	PRICE CASE
<b>CRRT</b>				
<b>CRRT Sets</b>				
107140 #	PRISMAFLEX HF1000 SET	4		
107142 #	PRISMAFLEX HF1400 SET	4		
106697 #	PRISMAFLEX M100 SET	4		
109990 #	PRISMAFLEX M150 SET	4		
106696 #	PRISMAFLEX M60 SET	4		
107636US #	PRISMAFLEX ST100 SET US100 USA	4		
107640US #	PRISMAFLEX ST150 SET US	4		
107643US #	PRISMAFLEX ST60 SET USPRISMAFLEX ST60 US	4		
<b>Solutions</b>				
114906	NON PVC PHOXILLUM B22K4/0~	2		
114905	NON PVC PHOXILLUM BK4/2.5~	2		
107501 #	NON PVC PRISMASATE B22GK4/0~	2		
107501S #	NON PVC PRISMASATE B22GK4/0~	2		
105351S #	NON PVC PRISMASATE BGK2/0~	2		
105351 #	NON PVC PRISMASATE BGK2/0~	2		
110411 #	NON PVC PRISMASATE BGK4/0/1.2~	2		
110411S #	NON PVC PRISMASATE BGK4/0/1.2~	2		
106957C #	NON PVC PRISMASATE BGK4/2.5~	2		
106957 #	NON PVC PRISMASATE BGK4/2.5~	2		
106957S #	NON PVC PRISMASATE BGK4/2.5~	2		
105353 #	NON PVC PRISMASATE BK0/3.5~	2		
105353S #	NON PVC PRISMASATE BK0/3.5~	2		
107580S #	NON PVC PRISMASATE BK2/0~	2		
107580 #	NON PVC PRISMASATE BK2/0~	2		
955415 #	NON PVC PRISMASATE BZK4/2.5~	2		
115001S	NON PVC PRISMASOL B22GK4/0~	2		
115001	NON PVC PRISMASOL B22GK4/0~	2		
110240	NON PVC PRISMASOL BGK0 2.5~	2		
110240S	NON PVC PRISMASOL BGK0/2.5~	2		
110244S	NON PVC PRISMASOL BGK2/0~	2		
110244	NON PVC PRISMASOL BGK2/0~	2		
110243	NON PVC PRISMASOL BGK2/3.5~	2		
110243S	NON PVC PRISMASOL BGK2/3.5~	2		
110241S	NON PVC PRISMASOL BGK4/0/1.2~	2		
110241	NON PVC PRISMASOL BGK4/0/1.2~	2		
110242	NON PVC PRISMASOL BGK4/2.5~	2		
110242S	NON PVC PRISMASOL BGK4/2.5~	2		
110239	NON PVC PRISMASOL BK0/0/1.2~	2		
110239S	NON PVC PRISMASOL BK0/0/1.2~	2		
114907	NON PVC PRISMASOL BZK2/0 2X5LBG/CS	2		
114908	NON PVC PRISMASOL BZK4/2.52X5L BG/CS	2		
114484	PVC PHOXILLUM B22K4/0BG/CS	2		
114483	PVC PHOXILLUM BK4/2.5BG/CS	2		
113917 #	PVC PRISMASATE B22GK4/0~	2		

PRODUCT	PRODUCT DESCRIPTION	PACK FACTOR	PRICE EACH	PRICE CASE
113914 #	PVC PRISMASATE BGK2/0~	2		
113919 #	PVC PRISMASATE BGK4/0/1.2~	2		
113916 #	PVC PRISMASATE BGK4/2.5~	2		
113915 #	PVC PRISMASATE BK0/3.5~	2		
113918 #	PVC PRISMASATE BK2/0~	2		
114723 #	PVC PRISMASATE BZK0/3.5~	2		
114724 #	PVC PRISMASATE BZK2/0~	2		
114725 #	PVC PRISMASATE BZK4/2.5~	2		
113286	PVC PRISMASOL B22GK4/0~	2		
113921	PVC PRISMASOL BGK0/2.5~	2		
113925	PVC PRISMASOL BGK2/0~	2		
113924	PVC PRISMASOL BGK2/3.5~	2		
113922	PVC PRISMASOL BGK4/0/1.2~	2		
113923	PVC PRISMASOL BGK4/2.5~	2		
115633	PVC PRISMASOL BGK4/3.5~	2		
113920	PVC PRISMASOL BK0/0/1.2~	2		
114486	PVC PRISMASOL BZK4/2.5 2X5LBG/CS	2		
<b>Standard</b>				
114423 #	A6001 - 5L EFFLUENT BAG	50		
115485 #	A6005 - AUTO EFFLUENTEXTENSION LINE	10		
101097 #	ADSORBA 150 C	1		
101223 #	ADSORBA 300 C	1		
115370 #	AUTO EFFLUENT SET	8		
105762 #	GMB-SP127 - Y CONNECTOR	25		
101593 #	PRIMING PIERCER SP C13	75		
102074 #	RE-INFUSION LINE SP-394	75		
107650 #	SP 418, 9 LITER EFFLUENT BAG	30		
107620 #	SP420 EXTENSION LINE FORPRISMATHERMII	36		
955516 #	THERMAX BLOOD WARMERDISPOSABLE	24		
101354 #	Y CONNECTOR S 660 C	50		
<b>TPE Sets</b>				
114093 #	PRISMAFLEX TPE2000 SET USA	4		
<b>Other</b>				
112016	OXIRIS S	4		

**Schedule B - Member Units**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
LAS VEGAS, NV  
Account #: 77009539

The Member Units to be supplied under this Agreement are as follows:

CUSTOMER	CUSTOMER NAME	CITY	STATE
77009539	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	LAS VEGAS	NV

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		Baxter Healthcare Corporation				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		One Baxter Parkway		<b>Website:</b> <a href="http://www.baxter.com">www.baxter.com</a>		
<b>City, State and Zip Code:</b>		Deerfield, IL 60015		<b>POC Name:</b> Lee Kostuk <b>Email:</b> <a href="mailto:lee_kostuk@baxter.com">lee_kostuk@baxter.com</a>		
<b>Telephone No:</b>		224-948-2000		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Accogli, Giuseppe (Officer)	Vice President and President, Americas	N/A
Almeida, Jose (Director)	Director	N/A
Almeida, Jose (Officer)	Chairman of the Board, Chief Executive Officer and President	N/A
Bohaboy, Scott A. (Officer)	Vice President, Treasurer and Head of Global Planning	N/A
Cascella, Mike (Tax Officer)	Vice President	N/A
Franzi, Cristiano (Officer)	Vice President and President, EMEA	N/A
Frye, Andrew (Officer)	Vice President and President, Asia Pacific	N/A
Kunzler, Jacqueline (Director)	Director	N/A
Martin, Paul E. (Officer)	Vice President and Chief Information Officer	N/A

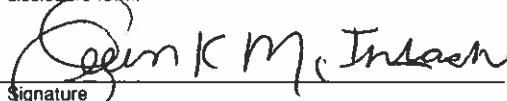
## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Martin, Sean (Director)	Director	N/A
Martin, Sean (Officer)	Vice President, General Counsel	N/A
Mason, Jeanne K. (Officer)	Vice President - Human Resources	N/A
McIntosh, Ellen K. (Officer)	Vice President and Secretary	N/A
Pleau, Scott E. (Director)	Director	N/A
Pleau, Scott E. (Officer)	Vice President – Operations	N/A
Porter, John A. (Officer)	Assistant Treasurer	N/A
Saccaro, James K. (Director)	Director	N/A
Saccaro, James K. (Officer)	Vice President and Chief Financial Officer	N/A
Stevens, Brian (Officer)	Vice President, Chief Accounting Officer and Controller	N/A

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

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

I certify that to the best of my knowledge 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

Ellen K. McIntosh  
 Print Name

Secretary  
 Title

April 24, 2019  
 Date



## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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**For UMC Use Only:**

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative



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

<b>Issue:</b>	<b>Purchaser Specific Agreement with CyraCom, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Purchaser-Specific Agreement and Addendum with CyraCom, LLC for Interpretation and Translation Services; authorize the Chief Executive Officer to exercise any renewal options; or take action as deemed appropriate. (For possible action)</b>		

## **FISCAL IMPACT:**

Fund #: 5420.000  
 Fund Center: 3000863600  
 Term: 12/1/24 to 12/1/27 with two 1-year renewal options  
 Amount: Approx. \$335,000 annually  
 Out Clause: 30 days w/o cause  
 Description: Interpretation and Translation Services  
 Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services

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

## **BACKGROUND:**

Since 2011, UMC has had an agreement with CyraCom for translation and interpreter services. This request is to enter into a new Service Agreement with CyraCom, LLC to provide Over-the-Phone Interpretation (OPI), Document Translation, Interpreter Training and Evaluations, On-Site Interpretation, and Video Remote Interpretation (VRI) services (collectively “Services”). Hospital accreditation standards, as well as Section 1557 of the Affordable Care Act (ACA) and Title VI of the Civil Rights Act mandates that all recipients of federal funding from the Health and Human Services Department provide linguistic access to individuals who have limited English proficiency to access programs and services offered by healthcare facilities.

The agreement term is for three (3) years unless terminated with a 30-day written notice. Upon the expiration of the initial term, UMC may extend this Agreement by one-year periods with written notice at least sixty (60) days prior to its expiration. Usage charges for Services will be billed monthly at the rates set forth in the Agreement and are depending upon volume, however, there are no volume commitments.

CyraCom currently holds a Clark County vendor registration.

Cleared for Agenda  
January 22, 2025

Agenda Item #

**11**

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

The following UMC staff member has reviewed and recommends approval of this Agreement: Interpretive Services Manager. This Agreement has been approved as to form by UMC's Office of General Counsel.

Respectfully submitted,

---

Jennifer Wakem  
Chief Financial Officer

Page Number  
2



THIS PURCHASER-SPECIFIC AGREEMENT (the “Agreement”) is made this \_\_\_\_ day of 20\_\_\_\_, by and between\_\_\_\_\_, and the following entity herein referred to as “Purchaser” and is entered into in connection with that certain Purchasing Agreement, Agreement HPG-2905, dated December 1, 2024, between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and CyraCom International, Inc. (hereinafter “Vendor”) (“Purchasing Agreement”). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

Purchase Order No. \_\_\_\_\_ CYRACOM CONTRACT # \_\_\_\_\_

Facility/Group Name: (if Group, list of Affiliates of Group shall be attached to this Agreement)	
Address:	
City, ST, ZIP:	
Type:	<input type="checkbox"/> Acute Care <input type="checkbox"/> Surgery Center <input type="checkbox"/> Imaging Center <input type="checkbox"/> Other
GPOID & GLN (if known):	
Contact Person & Title:	
Contact Phone:	
Contact Email:	

Bill To Information (If Different Than Facility)	
Facility Name:	
Address:	
City, ST, ZIP:	
Contact Person & Title:	
Contact Phone:	
Contact Email:	

Sales Tax Exempt:    \_\_\_\_ Yes    \_\_\_\_ No    \*Sales Tax Exempt # \_\_\_\_\_

\*If Tax exempt, it is necessary to fax a copy of Purchaser’s Sales Tax Exemption Certificate to the CyraCom Finance Department at (520) 745-9022

## 1. Services

1.1 **Over the Phone Interpretation (OPI) and Video Remote Interpretation ("VRI")**. Pricing is for All Available Spoken Languages

1.2 **Vendor Phone Ownership**. The parties acknowledge and agree that all leased telephones are, and remain, the sole property of Vendor. Vendor's branded phones are to be used only for Vendor's Services.

1.3 **Proprietary Equipment**. The telephones are Equipment provided on a monthly rental arrangement under this Agreement and may be new or refurbished and must be returned to Vendor within thirty (30) days, following the date of termination of this Agreement, at the Purchaser's expense.

1.4 [Intentionally omitted.]

### 1.5 **Translation and Localization Terms**

(a) Vendor provides efficient and cost-effective translation solutions by leveraging the expertise of our offshore subcontractors who are native speakers and intimately familiar with their culture. This helps ensure high-quality translations while keeping costs manageable.

(b) If content contains sensitive information like PHI and PII, or is subject to regulations like HIPAA or CMS that prohibit offshore outsourcing, a 30% surcharge will be necessary to meet the required compliance measures.

(c) Translation Rates above relate to standard content (general informational, consumer-targeted or mildly technical content). Content of a more complex nature (complex medical, legal, advertising copy or highly-technical) may be subject to a higher Translation Rate.

(d) Translation rates listed above are for translation requests from English to target languages and are subject to change. A surcharge of 30% will apply to translation requests into English that require the use of on-shore resources.

(e) Vendor will always try to accommodate the fastest turn-around time for its customers. However, on occasion, a rush fee of 25% of the project value may be requested.

(f) The Translation Memory Match Categories suggested above are for reference. Other cost-savings alternatives may be available depending on the content, file types and status of any legacy Translation Memory.

(g) The prices above are provided as a starting point for customers with occasional need of translation services. Customers needing work at steady intervals and volume levels may qualify for additional discount on all unit rates.

(h) Further savings may be obtained depending on total volumes, content type, languages selected and frequency of projects.

**Additional Services Available: Please review Contract HPG-2905 for Pricing or Details**

- 2. **Term of the Agreement.** This Agreement will become effective upon the date signed by both parties and will continue in effect for the initial term of three years. Upon the expiration of the initial three-year period, Purchaser may extend this Agreement by one-year periods with written notice to Vendor at least sixty (60) days prior to the expiration of the current contract, otherwise the Agreement will expire at the end of its current term.
- 3. **Fees.** During the Term of this Agreement, usage charges for Services will be billed monthly at the rates set forth below, and depending upon volume. There are no volume commitments. Each month, Purchaser will be charged the following, according to how many minutes are provided per month of live interpretation (OPI, VRI, ISI, ASL, all defined below). Fees are set forth in Exhibit A of the Purchasing Agreement.
- 4. **Services outside the United States.** Purchaser hereby consents to Vendor’s use of Vendor Personnel outside of the United States for all Services other than Onsite Consecutive Interpretation, as long as their locations are disclosed in writing (by email or other written communication), in advance of the start of any Service, and Vendor represents and warrants compliance with all other obligations set forth hereunder, as well as the Purchasing Agreement, and Business Associate Agreement, none of which are excused with the sole exception of requiring such Vendor Personnel to have appropriate I-9 documentation. Purchaser’s data shall be stored in secure US-based cloud hosting environments and may be temporarily transmitted outside of the United States solely in connection with fulfilling a Service request. Vendor may use individuals outside of the United States, as indicated in this section . Any breach of this section shall give Purchaser the right to terminate this Agreement immediately.
- 5. **SLA (Service Level Agreement) metrics.** Vendor will adhere according to the following:
  - 5.1. **Timeliness:** Although any Services can be reserved in advance:
    - 5.1.1. **IPI (On-Site):** Vendor will have an interpreter (or team, as applicable) available for On-Site within 72 hours of being requested targeting a 70% fill rate and perform Services for the duration of the request.
    - 5.1.2. **VRI:** Vendor will have an interpreter (or team, as applicable) available to start a VRI session within 30 seconds of being requested and perform Services for the duration of the request, with the exception of Client actions or issues (such as Client network or Wi-Fi failure) that prevents Vendor from promptly restoring Services.

Type of Service or Product	Timeliness Metric
<b>OPI:</b> Standard response time for an interpreter to start an OPI session.	30 seconds or less
<b>VRI:</b> Standard response time for an interpreter to start an VRI session.	30 seconds or less
<b>IPI:</b> Minimum notice required to schedule an InPerson interpretation session.	Minimum of 72 hours
<b>ASL InPerson:</b> Minimum notice required to schedule an ASL interpretation session.	Minimum of 72 hours
<b>Document Translation:</b> Average lead time to complete a Document Translation project. 2,000 words or less	2 - 3 business days

Type of Service or Product	Timeliness Metric
2,000 - 4,000 words	3 - 4 business days
4,000 - 6,000 words	4 - 5 business days
6,000 - 8,000 words	5 - 6 business days
8,000 - 10,000 words	6 - 7 business days
10,000 words or more	7+ business days

**5.2. Quality Interpretation Parameters:**

5.2.1. **Limited Downtime for non-on-site interpretation (OPI and VRI and ASL via video):** Vendor will limit Downtime to 1% or less on its application and/or platform, measured on a quarterly basis for all live OPI or VRI Services. "Downtime" refers to when one or more of the following circumstances exist and is measured as the time during which it remains uncured: a crash or malfunction of Vendor's platform or application that disrupts or degrades the quality of the live transmission of video and/or audio. "Downtime" excludes Vendor's scheduled maintenance or upgrade downtime, and also excludes Purchaser-side connectivity issues (such as a failure of Purchaser's Wi-Fi network) that delays or prevents restoration of Services.

5.2.2. **[Intentionally Omitted].**

5.2.3. **Certifications:** Interpreters are experienced and competent with demonstrable qualifications, and will comply with industry standards identified below. The foregoing includes interpreters having current unexpired certifications to the extent applicable, such as for ASL (American Sign Language), certification with the RID (Registry of Interpreters) for the Deaf, Inc. Upon Purchaser's request, Vendor shall provide a written certification as required by the Joint Commission that the Interpreters have sufficient experience and certifications to perform Services hereunder.

5.2.3.1. **Relevant Standards.** For language interpretation, Vendors will ensure that interpreters review and engage in best efforts to comply with standards set by the US Department of Health and Human Services (at the Language Access Plan links at <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>), and by the National Council on Interpreting in Health Care guidance, which include the following.

- Code of Ethics:  
<https://www.ncihc.org/assets/z2021Images/NCIHC%20National%20Code%20of%20Ethics.pdf>, and
- standard practices:  
<https://www.ncihc.org/assets/z2021Images/NCIHC%20National%20Standards%20of%20Practice.pdf>.

**5.3. Reporting:**

5.3.1. Vendor will track and monitor above SLAs and other relevant business metrics (as agreed upon by the parties) and will provide such to Purchaser via calendar quarterly meetings. Some metrics may be collected from the dashboard that Vendor maintains on its application for its customers.

**5.4. Vendor Customer Service:**

5.4.1. Vendor's customer service representatives shall be available between 8:00 A.M. and 8:00 P.M. Eastern Time, Monday through Friday, except for holidays for quality issues or general feedback at the following phone number: **844-727-6739**

**5.5. Action Plan if SLA not met:**

5.5.1. Vendor will report performance on at least a quarterly cadence to review metrics, provide root cause analysis, and determine corrective actions, if required.

5.5.2. If above SLA thresholds are not met, Vendor will provide a 0.25% penalty in the form of a credit memo on to the Purchaser in which the SLA is not met on the invoice for the month following the Quarter in which the SLA had been missed. Penalties will be assessed on a rolling 90-day basis and maximum penalty in any one period is one percent (1%).

For the avoidance of doubt, none of the foregoing replaces or limits the rights and obligations set forth in the Purchasing Agreement.



- 6. **RECORDS.** Vendor agrees to provide any and all supporting documentation concerning any disputed amount of an invoice to Purchaser within thirty (30) days after Purchaser provides written notice of the dispute to Vendor.
- 7. **SUBCONTRACTORS.** Other than subcontractors that may be used by Vendor for translation and localization, video remote or over the phone interpreter services, Vendor shall not otherwise subcontract, delegate, or assign any rights or obligations under this Agreement without the prior written consent of Purchaser.
- 8. **AMENDMENT/MODIFICATION.** No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing and executed by all Parties, except with respect to transition period extension as set forth in Section 12.5 (Transition) of the Purchasing Agreement.
- 9. **EXECUTION.** This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all counterparts together constitute one and the same instrument. The signatures below acknowledge that both signers are authorized by their company to execute agreements made pursuant to the HealthTrust Purchasing Group Contract HPG-2905. Purchaser's countersigned and completed form should be returned to Purchaser's Account Manager or to:

CyraCom International, Inc.  
Attention: Contract  
Administrator 2650 E. Elvira  
Road, Suite 132  
Tucson, Arizona 85756  
Fax: (520) 745-9022  
Email: [ContractsTeam3@cyracom.com](mailto:ContractsTeam3@cyracom.com)

Purchaser	CyraCom International, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Acknowledged:  
HealthTrust Purchasing Group, L.P.,  
By HPG Enterprises, LLC, its general partner:

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

PSA will be sent to HealthTrust (HPG.PurchasedServices@HealthTrustpg.com), via DocuSign, within thirty (30) days of Purchaser and Vendor signing the agreement.



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EPIC Surcharge fees do not apply when using CyraCom FHIR integration or when using EPIC through the CyraCom Connect portal. Fees are based per Customer Identification Number (CID).

ON-SITE INTERPRETATION	CHARGE
Cancellation:	

**Document Translation Services:**

Language	Per Word Rate - Standard Content - New Word		Per Word Rate - 100% Translation Memory Match		Per Word Rate - Translation Memory Repeated Text		Per Word Rate - Fuzzy Translation Memory Match (85%-99%)	





Language	Per Word Rate - Standard Content - New Word	Per Word Rate - 100% Translation Memory Match	Per Word Rate - Translation Memory Repeated Text	Per Word Rate - Fuzzy Translation Memory Match (85%-99%)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Other Services	Rate Per Hour Or At % Of Total Project Budget
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

- Products:
- Rebates: N/A
  - Prices:

PRICING TERMS	
OPTIONAL: TELEPHONIC INTERPRETATION EQUIPMENT	CHARGE
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	
OPTIONAL: VIDEO REMOTE INTERPRETATION EQUIPMENT	CHARGE
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]





## **ADDENDUM TO PURCHASER-SPECIFIC AGREEMENT**

THIS ADDENDUM (“Addendum”) is made and entered into as of the date of last signature set forth below (“Effective Date”), by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated Purchaser created by virtue of Chapter 450 of the Nevada Revised Statutes (“Purchaser”), and **CYRACOM INTERNATIONAL, INC.** (“Vendor”). Purchaser and Vendor are collectively referred to as the “Parties.”

WHEREAS, the Parties are concurrently herewith entering into a Purchaser-Specific Agreement (“Purchaser-Specific Agreement”) for Vendor to provide and perform certain Over the Phone Interpretation and Video Remote Interpretation services, among other things, in accordance with the terms and conditions set forth in the Purchaser-Specific Agreement;

WHEREAS, the Purchaser-Specific Agreement is subject to a Purchasing Agreement, Agreement HPG-2905, dated December 1, 2024, between HealthTrust Purchasing Group, L.P. and Vendor (jointly with the Purchaser-Specific Agreement, the “Agreement”); and

WHEREAS, the Parties desire to amend and/or supplement the Agreement in certain respects as provided in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to supplement the Agreement with the following terms and conditions:

1. In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control.
2. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the Parties shall not exceed those monies appropriated and approved by Purchaser for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Purchaser’s obligations under it shall be extinguished at the end of any of Purchaser’s fiscal years in which Purchaser’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Purchaser agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. **Public Records Act.** Vendor acknowledges that Purchaser is public county-owned Purchaser 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 contracts are public documents available to copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to the Agreement which Vendor has claimed to be confidential and proprietary, such as Vendor’s pricing, programs, services, business practices or procedures, Purchaser will immediately notify Vendor of such demand and Vendor shall promptly notify

- Purchaser of its objection to disclosing such information and request that Purchaser provide a redacted version of the public record sought or seek injunctive relief in a Nevada court. In the absence of such notification or a subsequent protective order by a Nevada court with jurisdiction over Purchaser not to release the requested information, it will be released without any further obligation or liability to Purchaser.
4. **Insurance.** Vendor shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. Vendor shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.
  5. **Business Associate Agreement.** Vendor agrees to complete and submit the attached Business Associate Agreement set forth in **Exhibit C**.
  6. **Indemnity.** Vendor does hereby agree to defend, indemnify, and hold harmless Vendor and the employees, officers and agents of Purchaser from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Vendor or the employees or agents of Vendor in the performance of this Agreement.
  7. **Covenant.** Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
  8. **Governing Law.** Nevada law shall govern the interpretation of this Agreement.
  9. **Audits.** The performance of this Agreement by Vendor is subject to review by Purchaser to ensure Agreement compliance. Vendor agrees to provide Purchaser any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to Vendor. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by Vendor and to verify the nature of the services being invoiced, but does not include the right to review personal information of Vendor's employees, or proprietary information of Vendor, including but not limited to Vendor's underlying cost, markup or overhead rates.
  10. **Termination Without Cause.** The Agreement may be terminated by Purchaser without cause upon thirty (30) days' prior written notice.

11. **Notices.** All notices required under this Addendum and the Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, or by hand delivery, and directed to the appropriate party as follows:

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

To Vendor: CyraCom International, Inc.  
2650 E. Elvira Road, Suite 132  
Tucson, Arizona 85756

12. Except as expressly supplemented by this Addendum, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Purchaser and Vendor have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**CYRACOM INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Mason Van Houweling  
Chief Executive Officer

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

By: Blhegborow  
Blhegborow (Dec 6, 2024 10:33 MST)  
Blhegborow  
SVP, Contact Center Operations  
Date: **Dec 6, 2024**

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

- A. **Format/Time:** VENDOR shall provide PURCHASER with Certificates of Insurance, per the sample format below, for coverage as listed below, and endorsements affecting coverage required by this Agreement prior to execution of the Agreement. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating:** PURCHASER requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Purchaser Coverage:** PURCHASER, its officers and employees must be expressly covered as additional insureds except on Workers' Compensation. VENDOR's insurance shall be primary as respects PURCHASER, its officers and employees.
- D. **Endorsement/Cancellation:** VENDOR's general liability and automobile liability insurance policy shall be endorsed to recognize specifically VENDOR's contractual obligation of additional insured to PURCHASER and must note that PURCHASER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives PURCHASER automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** VENDOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** VENDOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by VENDOR and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** VENDOR shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of PURCHASER.
- J. **Workers' Compensation:** VENDOR shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a VENDOR that is a Sole Proprietor shall be required to submit an affidavit indicating that VENDOR has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage:** If VENDOR fails to maintain any of the insurance coverage required herein, PURCHASER may withhold payment, order VENDOR to stop the work, declare VENDOR in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. PURCHASER may collect any replacement insurance costs or premium payments made from VENDOR or deduct the amount paid from any sums due VENDOR under this Agreement.
- L. **Additional Insurance:** VENDOR is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** VENDOR is required to remedy all injuries to persons and damage or loss to any property of PURCHASER, caused in whole or in part by VENDOR, its subcontractors or anyone employed, directed or supervised by VENDOR.

- N. **Cost:** VENDOR shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by VENDOR's Insurance Vendor representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. VENDOR's name, complete address, phone and fax numbers.
  3. Insurance Vendor's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Damage to Rented Premises (\$50,000)
    - (F) Medical Expenses (\$5,000)
    - (G) Personal & Advertising Injury (\$1,000,000)
    - (H) General Aggregate (\$2,000,000)
    - (I) Products - Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (J) Policy Number
    - (K) Policy Effective Date
    - (L) Policy Expiration Date
    - (M) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation: The VENDOR shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
  7. Professional Liability
    - (N) Policy Number
    - (O) Policy Effective Date
    - (P) Policy Expiration Date
    - (Q) Aggregate (\$1,000,000)
  8. Description: AGREEMENT FOR TRANSLATION SERVICES 9788 (must be identified on the initial insurance form and each renewal form).
  9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department - Contracts  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
  10. Appointed Agent Signature to include license number and issuing state.
  11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by VENDOR hereunder shall be on a per policy basis; (2) VENDOR shall provide evidence of all such coverages upon request; (3) VENDOR agrees to provide PURCHASER with a written notice of cancellation in accordance with VENDOR's insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of VENDOR"; and (5) VENDOR reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.





CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an <b>ADDITIONAL INSURED</b> , the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
<b>PRODUCER</b>  1. INSURANCE BROKER'S NAME ADDRESS		CONTACT NAME:	
		PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
		E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
		INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b>  2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS		NAIC #	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:										
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS							
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F) 5,000						
							PERSONAL & ADV INJURY	\$(G) 1,000,000						
							GENERAL AGGREGATE	\$(H) 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$(I) 2,000,000						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SERVICES <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM	\$ 25,000						
	5.						AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)	\$											
<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident)	\$											
<input type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident)	\$											
<input type="checkbox"/> HIRED AUTOS			\$											
<input type="checkbox"/> NON-OWNED AUTOS		DEDUCTIBLE MAXIMUM	\$ 25,000											
6.		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	X										WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)												
	describe under DESCRIPTION OF OPERATIONS below													
	E.L. EACH ACCIDENT	\$												
	E.L. DISEASE - E.A. EMPLOYEE	\$												
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000						
				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000						
DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)														
AGREEMENT FOR TRANSLATION SERVICES 9788														

9. CERTIFICATE HOLDER	CANCELLATION
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O LEGAL DEPARTMENT - CONTRACTS 1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CONTRACT NAME: SERVICE AGREEMENT FOR TRANSLATION SERVICES

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS SERVICES.

## Exhibit C

### BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective as of the date last signed by the parties below, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as “Covered Entity”), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **CyraCom International, Inc.**, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

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

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

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

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

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

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

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

#### I. DEFINITIONS

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

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

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

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

## II. ACKNOWLEDGMENTS

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

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

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

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such

information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

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

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

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

#### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

## V. RIGHT TO AUDIT

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

## VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

## VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from

or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

#### VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

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

By: Blhegborow  
Blhegborow (Dec 6, 2024 10:33 MST)

Mason Van Houweling

Title: SVP, Contact Center Operations

Title: CEO

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

Date: Dec 6, 2024



## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 9</b>						
<b>Corporate/Business Entity Name:</b> CyraCom International, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		2650 E. Elvira Road, Suite 132		<b>Website:</b> <a href="http://www.cyracominternational.com">www.cyracominternational.com</a>		
<b>City, State and Zip Code:</b>		Tucson, Arizona 85756		<b>POC Name:</b> Eliana Davila <b>Email:</b> edavila@cyracom.com		
<b>Telephone No:</b>		(520) 561-1224		<b>Fax No:</b> 520-745-9022		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Holualoa Arizona, Inc.	Shareholder	22.40%
David Friend	Board Member	10.97%
Alexander Sears	Board Member	7.26%
Jeremy Woan	Chairman & CEO	6.53%

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

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

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

Blhegborow  
Signature  
SVP, Contact Center Operations  
Title

Blhegborow  
Print Name  
Dec 18, 2024  
Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

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***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

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

<b>Issue:</b>	<b>Award of Bid No. 2024-16, UMC 5409 E Lake Mead Blvd Remodel Project PWP# CL-2025-183, to Monument Construction.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the Bid No. 2024-16, UMC 5409 E Lake Mead Blvd Remodel Project PWP# CL-2025-183, to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)</b>		

## FISCAL IMPACT:

Fund Number: 5420.000

Fund Name: UMC Operating Fund

Fund Center: 3000999901

Funded Pgm/Grant: N/A

Description: Award of Bid 2024-16 UMC 5409 E Lake Mead Blvd Remodel

Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385.

Term: 60 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable.

Amount: \$852,200.00

Out Clause: UMC has the right to immediately terminate for convenience upon notice.

## BACKGROUND:

On December 9, 2024, Bid No. 2024-16 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements to the UMC-operated building, which is intended to be a crisis stabilization unit, located at 5409 E Lake Mead, Las Vegas, NV 89156. The building is an approximately 17,182 square foot space. The scope includes the demolition of adjoining patient rooms to create large open spaces for group treatment. These spaces will have new finishes that will match the existing facility flooring and colors, along with new interior windows to be placed in four existing offices. The plumbing and mechanical work includes the elimination of toilet rooms, the addition of a new laundry room, and the modification of ductwork to service the large group treatment spaces. The electrical work includes the rearrangement of outlets and new LED lighting. The total square footage of the renovated area is approximately 4,333 square feet.

UMC received bids as follows:

Bids Received

Monument Construction

DNI Construction, Inc.

Cleared for Agenda  
January 22, 2025

Agenda Item #

# 12

	\$ 852,200.00
<u>Total Base Bid Amount</u>	\$ 945,842.00
Starke Enterprise, LLC	\$ 1,002,974.00

All of the above bids were received on or before January 2, 2025 and were unsealed on January 2, 2025. The apparent low bid of \$852,200.00 was received from Monument Construction, a Nevada corporation, who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to Monument Construction is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 60 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable, plus a 12-month workmanship warranty. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

UMC's Director of Facilities Maintenance has reviewed the bid documents and recommends award by the Governing Board.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Monument Construction currently holds a Clark County Business License.



January 29, 2025

Monument Construction  
ATTN: Jon Wayne Nielsen, President  
7787 Eastgate Road, #110  
Henderson, NV 89011

**RE: NOTICE OF AWARD  
UMC BID NUMBER 2024-16, UMC 5409 E Lake Mead Blvd Remodel Project (PWP  
NO. CL-2025-183)**

Dear Mr. Nielsen,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to Monument Construction in the amount of \$852,200.00. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations Department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all of the resources and support needed to complete this project. Further, they will ensure project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with UMC.

Sincerely,

Mason Van Houweling  
Chief Executive Officer

Enclosure(s): Contract Documents (Bid Document and Contractor's Bid Form)

Cc: Monty Bowen, Plant Operations  
William Rawlinson, Plant Operations  
Tamera Hone, Plant Operations

# BID ATTACHMENT 1

**BID NUMBER** 2024-16

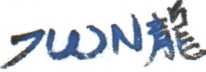
**BID TITLE** UMC 5409 E Lake Mead Blvd Remodel

## Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

	Monument Construction
SIGNATURE OF AUTHORIZED REPRESENTATIVE	LEGAL NAME OF FIRM
Jon Wayne Nielsen, President	7787 Eastgate Rd #110
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	ADDRESS OF FIRM
702-530-2303	Henderson, NV 89011
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	CITY, STATE ZIP
jwn@buildmonuments.com	1/1/2025
EMAIL ADDRESS	DATE

### BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

<u>CURRENT STATE:</u> Nevada	<u>LICENSE NO.</u> NV2010163394	<u>ISSUE DATE:</u> 8/24/2021	<u>EXPIRATION DATE:</u> 8/31/2025
<u>CURRENT COUNTY:</u> Clark	<u>LICENSE NO.</u> 2024331409	<u>ISSUE DATE:</u> 11/01/2020	<u>EXPIRATION DATE:</u> 4/30/2025
<u>CURRENT CITY:</u> Henderson	<u>LICENSE NO.</u> 2024331409	<u>ISSUE DATE:</u> 11/01/2020	<u>EXPIRATION DATE:</u> 4/30/2025



**BID ATTACHMENT 2**  
**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

**BID FORM**

**BID NO. 2024-16**  
**UMC 5409 E Lake Mead Blvd Remodel**  
**PWP NUMBER: CL- 2025-183**

Monument Construction

(NAME)

7787 Eastgate Rd #110, Henderson, NV 89011

(ADDRESS)

**I, THE UNDERSIGNED BIDDER:**

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
  - a) **BID ATTACHMENT 5:** Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
  - b) **BID ATTACHMENT 3:** Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
  - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **BID ATTACHMENT 4** within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to [fred.parandi@umcsn.com](mailto:fred.parandi@umcsn.com) and I understand that OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
  - a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
    - 1) A description of the labor or portion of the work that the BIDDER will perform: or
    - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
  - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
  - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
5. I acknowledge that if I am one of the three apparent low BIDDER(s) at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit **BID ATTACHMENT 6**, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via email to [fred.parandi@umcsn.com](mailto:fred.parandi@umcsn.com). OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.



**UMC 5409 E Lake Mead Blvd Remodel**

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 7, Schedule of Values**, by 5:00 PM of the next business day.
7. I acknowledge that if notified that I am the low BIDDER, I must submit **BID ATTACHMENT 8, Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.
8. I acknowledge that if notified that I am the low BIDDER, I must submit **EXHIBIT E** by 5:00 PM of the next business day.
9. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 10 "Disclosure of Ownership/Principals"** form within 24-hours of request.
10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
11. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
  - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
  - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
13. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **\$200.00** per day as liquidated damages.
14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions**.
16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. <u>1</u>	dated, <u>12/9/2024</u>	Addendum No. _____	dated, _____
Addendum No. <u>2</u>	dated, <u>12/9/2024</u>	Addendum No. _____	dated, _____
Addendum No. <u>3</u>	dated, <u>12/9/2024</u>	Addendum No. _____	dated, _____
Addendum No. <u>4</u>	dated, <u>12/9/2024</u>	Addendum No. _____	dated, _____



20. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ 70,428.00
2.	PERMITS AND FEES	\$ 15,000.00
3.	3rd PARTY TESTING/QAA/CLEARANCES	\$ 7,500.00
4.	DEMOLITION	\$ 34,143.00
5.	STRUCTURAL UPGRADES	\$ 17,375.00
6.	WOOD, PLASTICS, AND COMPOSITES	\$
7.	THERMAL AND MOISTURE PROTECTION	\$ 21,140.00
8.	FINISHES	\$ 113,907.00
9.	SPECIALTIES	\$
10.	MILLWORK	\$
11.	BEHAVIORAL ACCESSORIES	\$ 30,265.00
12.	PLUMBING	\$ 73,878.00
13.	HVAC	\$ 62,756.00
14.	ELECTRICAL	\$ 123,727.00
15.	LOW VOLTAGE/ COMMUNICATIONS, NURSE CALL, NETWORK – TEST AND TERMINATE	\$ 29,560.00
16.	FIRE SUPPRESSION	\$ 30,622.00
17.	DOORS AND HARDWARE	\$ 58,764.00
18.	FIRE ALARM, ACCESS CONTROLS & HVAC CONTROLS	\$ 60,456.00
19.	CONSTRUCTION CONTINGENCY	\$ 102,679.00
20.		
21.		
	TOTAL BID AMOUNT	\$ 852,200.00

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. **Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.**

#### ADDITIVE ALTERNATES

The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

Alternative	ITEM DESCRIPTION	TOTAL
6.		\$
7.		\$
	ADD ALTERNATES AMOUNT	\$
	GRAND TOTAL BID AMOUNT	\$

21. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

22. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☒ Caucasian (CX) ☐ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA) ☐ Pacific Islander (PI)

☐ Other as defined in the Instructions to Bidders.

23. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

☒ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 6).

☐ No I do not have a Certificate of Eligibility to receive preference in bidding.

24. Monument Construction

**LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT**

7787 Eastgate Rd #110

ADDRESS OF FIRM

Henderson, NV 89011

CITY, STATE, ZIP CODE

702-530-2303

TELEPHONE NUMBER

702-947-2606

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: A-0080649, B-0075502

LICENSE CLASS: A,B

LICENSE LIMIT: Unlimited

ONE TIME LICENSE LIMIT INCREASE \$\_\_\_\_\_ IF YES, DATE REQUESTED \_\_\_\_\_

DUN & BRADSTREET NUMBER 01960820

CLARK COUNTY BUSINESS LICENSE NO.

2024331409

STATE OF NEVADA BUSINESS LICENSE NO.

NV20101633041



Jon Wayne Nielsen  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
(PRINT OR TYPE)  
*JWN 龍*  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
REPRESENTATIVE

jwn@buildmonuments.com  
\_\_\_\_\_  
E-MAIL ADDRESS  
  
1/1/2025  
\_\_\_\_\_  
TODAY'S DATE

# **BID ATTACHMENT 10** **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 120</b>						
<b>Corporate/Business Entity Name:</b> Monument Construction						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		7787 Eastgate Rd #110		<b>Website:</b> www.buildmonuments.com		
<b>City, State and Zip Code:</b>		Henderson, NV 89011		<b>POC Name:</b> Jon Wayne Nielsen		
				<b>Email:</b> jwn@buildmonuments.com		
<b>Telephone No:</b>		702-530-2303		<b>Fax No:</b> 702-947-2606		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Jon Wayne Nielsen	President	100%

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

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

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

Jon Wayne Nielsen

Signature	Print Name
President	1/1/2025
Title	Date



## BID ATTACHMENT 10 (page 2) 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



## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>Issue:</b> <b>Order Form with CarePort Health, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Order Form with CarePort Health, LLC for CarePort Transition implementation and subscription services; authorize the Chief Executive Officer to execute the extension options and future amendments within his yearly delegation of authority; or take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000829000	Funded Pgm/Grant: N/A
Description: CarePort Transition Subscription Services	
Bid/RFP/CBE: NRS 332.115.1(h) – Software	
Term: Cloud Services – three years (3) with two-1 year options from Go-Live Date	
Amount:	

Cloud Services:	
Year 1	\$192,060.00
Year 2	\$199,742.40 (with 4% increase)
Year 3	\$207,732.10 (with 4% increase)
Year 4 – Extension Option 1	\$216,041.38 (with 4% increase)
Year 5 – Extension Option 2	\$224,683.04 (with 4% increase)
One-time implementation fee	\$51,250.00
-----	
Total	\$1,091,508.92

Out Clause: 60 days w/ cause, and Budget Act and Fiscal Fund Out clauses

Cleared for Agenda  
January 22, 2025

Agenda Item #

**13**

## **BACKGROUND:**

Since August 2016, UMC has had an agreement with CarePort Health, LLC, an affiliate of WellSky Corporation (fka Curaspan Health Group, Inc.) (“CarePort”), to subscribe to the nH Discharge platform. Term is from August 1, 2016 to November 30, 2026. The nH Discharge offers a patient placement functionality used by the Case Management (CM) Department to manage patient care transitions in the areas of patient care coordination, discharge planning and referrals.

This request is to enter into a new Order Form to replace the nH Discharge platform and build, migrate and interface Epic with CarePort’s Transition program (“Program”). By upgrading to the Program, this will streamline the management of post-acute referrals and discharge planning thereby improving CM’s efficiency on patient care transition, referrals and to monitor a patient’s length of stay at the hospital. Also, the Program offers Cloud Services that include, but are not limited to, benchmarking, analytics and data aggregation reports. The project implementation is estimated to take four (4) months to complete involving remote and/or onsite planning, configuration, validation, training, audits, support, etc. before go-live. UMC will compensate CarePort a potential aggregate of NTE \$1,091,508.92 for a period of three (3) years with two, 1-year extension options.

Staff also requests authorization for the Hospital CEO to execute the extension options and future amendments within his yearly delegation of authority if deemed beneficial to UMC.

UMC’s Business Development Officer has reviewed and recommends approval of this Order Form. This Order Form has been approved as to form by UMC’s Office of General Counsel.

CAREPORT HEALTH, LLC  
ORDER FORM

This Order Form (“**Order**”) is dated as of last signature below (“**Effective Date**”) between **University Medical Center of Southern Nevada** with offices at 1800 W Charleston Blvd, Las Vegas, NV 89102-2386 (“**Client**”) and **CarePort Health, LLC** an Affiliate of WellSky Corporation, with offices at 11300 Switzer Road, Overland Park, KS 66210 (“**WellSky**”) for the products and services set forth herein. Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated March 2, 2023 (“**Agreement**”), except to the extent explicitly identified in this Order.

**PRICING SET FORTH IN THIS ORDER FORM EXPIRES IF NOT EXECUTED BY CLIENT ON OR BEFORE MARCH 15, 2025.**

This Order consists of the following Attachments:

- Attachment 1 – Scope of Use, Term, Pricing, and Payment Terms
- Attachment 2 – Additional Terms
- Attachment 3 – Scope of Services/Statement of Work

Any questions or changes to this Order, please contact David Yates at david.yates@wellsky.com.

**Ordering Procedure:**

Scan or fax this signed Order to WellSky’s Corporate Contracts Department as follows:

[LegalContracts@wellsky.com](mailto:LegalContracts@wellsky.com)  
Fax: (913) 871-9571 or [9138719571@fax2mail.com](mailto:9138719571@fax2mail.com)

<b>UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA:</b>	<b>CAREPORT HEALTH, LLC:</b>
Signature:	Signature: <i>Marc Camm</i>
Name:	Name: Marc Camm
Title:	Title: SVP Connected Networks
Date:	Date: 1/15/2025



**ORDER FORM  
ATTACHMENT 1  
SCOPE OF USE, TERM, PRICING, AND PAYMENT TERMS**

1. Cloud Services Pricing. The Cloud Services are subject to the following pricing and maximum scope of use limits:

Cloud Services	Facility (Client Licensed Site)	Provider ID (PID)	Quantity	Total Annual Fees
CarePort Transition (SUB19089)	University Medical Center of Southern Nevada	93513	1	\$192,060
TOTAL				\$192,060

Client’s license for the Cloud Services covers Organic Growth during the initial term, provided that Client timely pays WellSky the associated fee increases specified herein. “Organic Growth” means increases in the volume at the Client Licensed Sites above that are due solely to internal growth of Client’s ordinary business activities and transactions at the Client Licensed Sites. Notwithstanding the foregoing, Client shall not use the Cloud Services in connection with any of the following (each of which constitutes “Non-Organic Growth”): (i) Any construction of any new facility (beyond the Client Licensed Sites); (ii) the physical expansion of any Client Licensed Site; and/or (iii) the addition of any new facility by acquisition, merger, or otherwise. With respect to Client Licensed Sites acquired through Non-Organic Growth, Client shall not use the Cloud Services with respect to such newly acquired Client Licensed Sites unless and until the parties have so agreed to a new Order Form for such additional scope of use.

2. Sites. The Client Licensed Sites for this Order are as listed below:

University Medical Center of Southern Nevada  
1800 W Charleston Blvd  
Las Vegas, NV 89102-2386

3. Cloud Services Term. The Cloud Services under this Order shall be for an initial 36 month term, beginning on the earlier of First Productive Use of the Cloud Services or December 31, 2025 (“Initial Term”). Both parties will certify in writing the First Productive Use date. At the end of the Initial Term, the parties have the option to extend this Order for two (2), 1-year periods (each an “Extension Term”) upon written agreement. The Initial Term and all Extension Terms shall collectively be referred to herein as the “Term.”

4. Professional Services Pricing.

Description of Services	Fees
CarePort Transition Implementation Fee - Net New (PS19138)	\$51,250
TOTAL	\$51,250

5. Payment Terms.

- a. Cloud Services: Client shall pay 100% of the applicable Cloud Services fees annually in advance, to be invoiced by WellSky on the earlier of First Productive Use (i.e., go-live) or December 31, 2025, and annually thereafter.
- b. Professional Services: Client shall pay 100% of the one-time fixed fee/fixed scope Professional Services fees on the Effective Date contingent upon receipt of an invoice.
- c. Increases: All recurring fees may be increased by WellSky once annually commencing one (1) year following the Cloud Services Term start date included in this Order at a rate equal to four percent (4%). With Client’s written acceptance which shall not be unreasonably withheld, Cloud Services fees may further be increased upon prior written sixty (60) day notice to Client in the event WellSky’s third party supplier increases such fees.

**ORDER FORM**  
**ATTACHMENT 1**  
**SCOPE OF USE, TERM, PRICING, AND PAYMENT TERMS**

Please provide your accounts payable or billing contact information.

<b>Name:</b>	Natalie Hartmann
<b>Title:</b>	Accounting Technician
<b>Address:</b>	1800 W. Charleston Blvd., Las Vegas, NV 89102
<b>E-mail:</b>	UMC_AP@umcsn.com
<b>Phone:</b>	<a href="tel:702-383-2453">702-383-2453</a>

Please select one of the options below regarding your sales tax status:

☒ Exempt

☐ Non-Exempt

If “Exempt” is checked above; Client is required to provide the appropriate certificate to WellSky upon Execution of this Order. Failure to provide could result in sales tax charges.



**ORDER FORM  
ATTACHMENT 2  
ADDITIONAL TERMS**

Client acknowledges and agrees the Cloud Services acquired hereunder are care coordination solutions and each product cross-references Client’s data (“Client Data”) against data retained by the WellSky subscriber network. The Cloud Services use Client Data within the WellSky subscriber network to provide various Services that may include but are not limited to benchmarking, analytics, and data aggregation (“Reports”). Client may access and use Reports for Client’s internal business purposes only. Client may not publish Reports, provided that Client may share or use Reports with its contractors, agents, and facilities used by its patients in furtherance of Client’s business. Client acknowledges and agrees that revoking the foregoing license grant shall terminate Client’s right to access or use any care coordination, benchmarking, and/or data aggregation reports and features available through the Cloud Services or any successor solution(s) requiring data sharing within the WellSky subscriber network. Client hereby grants to WellSky a non-exclusive right and license to access, use, and disclose Client Data for the provision of the Services. WellSky will de-identify Client Data in accordance with 45 CFR 164.514(b) and may use Client Data to provide Data Aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B) and in accordance with the Documentation. The terms of this Section shall indefinitely survive the termination or expiration of the Agreement and/or this Order.

**RULES OF PRECEDENCE:** In the event of a conflict, the following rules of precedence shall govern this Order Form: (1) The terms and conditions of the specific Agreement; (2) Terms and conditions of the Order Form.

Client assumes full responsibility for the content of all information and material supplied by Client via the Cloud Services. WellSky reserves the right to reject, in its sole discretion, any information or other copy submitted by Client. No alteration in copy, however, will be published without Client’s consent.

**Cloud Services included hereto shall replace the following contracts for the Sites outlined on the table below as of the earlier of go-live or December 31, 2025**

Facility Name	WellSky ID	Contract ID	Facility PID	Solution(s)/ Cloud Services Owned	Facility Address
University Medical Center of Southern Nevada	218463	CS - HOS - 393 / 00042455	57212	Discharge	1800 W Charleston Blvd Las Vegas, NV 89102

**ORDER FORM  
ATTACHMENT 3  
SCOPE OF SERVICES / STATEMENT OF WORK**

**I Overview**

This document defines the scope of this implementation and defines the parties’ respective obligations, assumptions, and boundaries for this WellSky implementation.

After the kickoff of the project, Client and WellSky shall collaborate, agree to, and finalize, in writing, one or more project plans for the in-scope implementation. Unless otherwise agreed to in writing by the parties, the project plan and this Statement of Work describe WellSky’s complete scope of services. The work will be performed by a blended team comprised of personnel from both WellSky and Client (the “Project Team”). The composition of the Project Team is described below.

**II Solutions Included**

CarePort Transition

**III Client Information**

The in-scope services for this Statement of Work are based on the following information provided by Client.

Name of Client Organization: University Medical Center of Southern Nevada (NV)  
Names of Client’s Contracted Facilities: UMC Hospital

**Instructions:** Customize the Yes/No field, the numeric fields, and the text boxes below. To save a value, just click outside the field. Delete the table rows that do not apply to this contract.

**IV Assumptions**

**WellSky and Client Obligations**

In addition to any other responsibilities or duties described in this Scope of Services, set forth below is a list of mutual obligations.

1. WellSky’s performance of the Professional Services hereunder is conditioned upon Client’s participation, assistance, and facilitation of such services. Neither party is responsible for any delay in performance nor resultant scope changes, price increases, or other changes related to the Professional Services resulting from a party’s failure to actively and/or timely engage with the other for such performance due to any event of force majeure or other similar factors beyond its reasonable control.
2. WellSky shall use commercially reasonable efforts to assign staff within thirty (30) days of the date Client executes this Order.
3. No later than ninety (90) days from the Effective Date of this Order, Client shall: (i) assign required resources, (ii) initiate kickoff of the project, (iii) complete required implementation tasks set forth in this Scope of Services, and (iv) complete any other Client tasks necessary for WellSky to initiate the Professional Services hereunder.
4. In the event Client: (i) does not engage with WellSky to begin the project within thirty (30) days of the Effective Date, (ii) places the project on hold for greater than thirty (30) days, or (iii) does not complete any task(s) set forth in the Scope of Services for greater than thirty (30) days, WellSky reserves the right to place the project on hold. Upon reengagement and subject to Client’s written acceptance, WellSky may issue a Change Order for additional professional services fees to account for the scope change.

CN-0000048088 / Q-48093

**ORDER FORM  
ATTACHMENT 3  
SCOPE OF SERVICES / STATEMENT OF WORK**

5. In the event Client requests to restart a project following cancelation as set forth herein, a new Order Form will be required encompassing the Professional Services required to complete the project associated with the current version of the WellSky solution.
6. Subject matter experts are required from the user community to participate in workflow and data validation sessions. As part of the pre-implementation process, WellSky shall provide specific resource requirements for these areas.
7. The scope for services in this project is based on the assumptions contained herein. Any change to any assumption shall require a written change request which may result in a change to the project timeline, effort, and budget.
8. It is Client's responsibility to make any necessary configuration changes to non-WellSky products that affect the WellSky implementation. Epic configurations and any additional Epic build or feature(s) not included in the Transition Turbocharger package are Client's responsibility to update / create.
9. Client and WellSky shall collaborate, agree to, and finalize, in writing, one or more project plans which reflect the scope, prior to the kickoff of the project and only after resources assignments are made.
10. Unless otherwise noted, WellSky provides services under this Scope of Services during standard business hours of 8:00 am – 5:00 pm, local organization time (PST) on weekdays except for WellSky recognized holidays of New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
11. If applicable, WellSky assumes that Client will be able to accommodate HL7 standards and additional technical specs which have been mutually agreed upon during the sales process.
12. Client is responsible for any pre-approved travel related expenses needed (if any) related to these services herein.
13. Client confirms that the follow legacy CarePort Discharge features are not available within CarePort Transition.

**V Solution-Specific Assumptions**

This section identifies assumptions associated with specific WellSky products that are within the scope of this implementation.

**WellSky Transition**

1. WellSky and Client will partner to migrate Client's legacy Acute location(s) from CarePort Discharge to Transition.
2. Client confirms that UMC Children's Hospital will not be utilizing Transition.
3. Following the migration of the legacy Client Acute location(s) to Transition, Client will continue to have Read Only access to their legacy CarePort Discharge organizations for as long as Client is an active subscriber, or Client opts to receive a one-time no cost data extract of their Discharge data. As each of Client's locations migrate to Transition, the Admission, Discharge and Transfer (ADT) to Client's legacy Discharge organization will be disabled at a mutually agreeable time.
4. Epic requirements:
  - a. Preferred Version: May 2022, operating in HyperDrive  
Minimum Version: November 2021
  - b. All Clinical Application Programming Interfaces (APIs) require version R4 of the Fast Healthcare Interoperability Resources (FHIR) APIs
  - c. Client operating Epic in Chrome, or Edge
5. Client agrees to:
  - a. Request the CarePort Transition 2.x Backend and Provider Platform app from the Epic Connection Hub and follow the steps outlined in the Transition 2.x Implementation Guide to establish connectivity and complete the Turbo Charger installation.

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**ORDER FORM  
ATTACHMENT 3  
SCOPE OF SERVICES / STATEMENT OF WORK**

- b. Compile user information for those who will be accessing Transition (e.g., Name, Email Address, Unit/Department, Epic Username).
  - c. Configure launch point(s) from Epic with tokens needed to preserve patient context within Epic Test (TST) and Production environments.
    - i. Client will provide the Epic Interconnect Endpoint URLs to WellSky which will allow Transition to launch from Client's instance of Epic.
    - ii. Failure to provide this information in a timely manner will impact the project timeline.
  - d. Enable Epic FHIR APIs.
    - i. Depending upon which version of Epic Client is utilizing, Client's assigned Epic Technical Services Engineer (TS) may be required to generate designated "Integrated ID's" and/or "Embedded ID's" for both TST (Test) and Production environments to enable the APIs.
    - ii. The list of required APIs is detailed in the Appendix of the Implementation Guide, which is available for download from the Epic Connection Hub.
    - iii. All APIs are licensed by Epic. Client may contact their Epic Representative to confirm if they are currently licensed for the required APIs for Transition.
  - e. Enter clinical data on test patients and associated admissions as the clinical data exists within Client's Epic Production environment.
  - f. Install Transition Print Attach driver within Client's network and/or end user workstations.
  - g. Enable a real time ADT feed to CarePort Transition from Client's instance of Epic. If an existing ADT exists, Client will work with CarePort to validation of data component(s) and make any required modifications to meet the specifications.
    - i. The ADT will include the Epic primary Contact Serial Number (CSN).
    - ii. Inability to send the Primary CSN to WellSky will impact scope, timeline, or functionality of the implemented Solutions.
    - iii. Client is responsible for building the integration and testing and sign-off on the integration before moving all integration components into the production environment.
    - iv. Client is responsible for data collection and data analysis of current and future state.
    - v. Client is responsible for developing and executing unit, functional, simulation and integration testing and test plans.
6. WellSky agrees to:
- a. Assign the following resources: Project Manager, Implementation / Training Consultant, Technical Consultant, Post Acute Onboarding Specialist, and Integration Engineer.
  - b. Lead a remote or onsite planning meeting to assess current state, future state and build initiation at a single Client location, of Client's choice.
  - c. Lead a remote or onsite validation session prior to go-live, at a single Client location, of Client's choice.
  - d. Provide training for Client's Epic Trainers, up to a maximum of eight (8) hours.
  - e. Audit of up to four (4) of the Epic Trainers training sessions, up to a maximum of twenty-four (24) hours.
  - f. Provide remote Activation Support to end users at go-live for a maximum of three (3) days, including up to three (3) resources: Project Manager, Technical Consultant, and Implementation Consultant.
  - g. Lead multiple recurring weekly meetings, which will be held remotely at times mutually agreed upon between WellSky and Client. Remote and/or onsite meetings will be held during normal business hours, local Client time on weekdays only.
7. Client will identify and confirm:
- a. Resource(s) who will function as the WellSky Transition System Administrator and will be responsible for maintaining Transition configurations, updates, and testing post activation.

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**ORDER FORM  
ATTACHMENT 3  
SCOPE OF SERVICES / STATEMENT OF WORK**

- b. Clinical SME(s) with knowledge of end user workflow/needs across Client's health system to partner with WellSky on validating clinical test data to ensure it meets the end users' needs for referrals. Clinical SME(s) will be able to validate the information available within Epic vs. the information which displays within Transition received via the Epic FHIR APIs.
  - c. That their team(s) is available during WellSky onsite and/or remote meetings. Onsite visits are provided during standard business hours of 8:00 am – 5:00 pm local organization time (PST), on weekdays, between Tuesday and Thursday.
  - d. Additional Client resources are detailed in the Appendix below.
- 8. WellSky shall guide Client through content configuration and validation sessions for:
  - a. Referral Type creation and management.
  - b. Post Acute Authorization.
  - c. Transition Organization Configuration, Security, and User Account maintenance.
  - d. Configuration and validation options for the APIs' data displayed within Transition, including the standardization of options by Referral Type.
  - e. Migration of Client's Forms from their existing Discharge organization(s). Customization to existing forms or additional new forms will require a scope change and potential additional Services fees.
- 9. Following the Discovery session(s), WellSky and Client will partner to design the Epic Flowsheets and values for each Referral Type. Once agreed up on, Client will configure the Epic Flowsheets and partner with WellSky to test end-to-end workflow prior to a Validation session with the SME's.
- 10. WellSky and Client will partner to test the configurations and end user workflow after Client migrates their Epic configuration and build to Production.
- 11. WellSky will assist Client's team with the necessary joint outreach to ensure Post-Acute Providers have up-to-date profiles which will be utilized for Patient Choice.
  - a. If applicable, WellSky will review with Client and migrate after their approval of Client's existing Careport Guide configurations into Transition Patient Choice.
  - b. Client will review a list from Care Management of post-acute providers that have received patients from Client's acute facilities in the last twelve (12) months and prioritize the list with the most frequently utilized.
  - c. WellSky shall configure the product such that post-acute providers chosen by Client are highlighted and grouped within Client's existing search results (subject to Medicare Patient Choice regulations).
  - d. WellSky shall provide virtual education and training to the post-acute providers in Client's target area for up to four (4) sessions of one (1) hour each.
  - e. WellSky shall provide on-boarding and on-going management of the following entities in the post-acute provider database: all Skilled Nursing Facilities (SNFs), Home Health providers, Hospice, Acute Rehab, Long-Term Acute Care Hospitals (LTAC), DME, Dialysis, Home Infusion within a twenty-five (25) mile radius of Client's facility that is profiled.
  - f. Client will continue to be responsible for requiring post-acute care providers to keep their Provider profiles up to date. Search criteria results are dependent on profiles being completed and results will vary based on level of completion.

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**ORDER FORM  
ATTACHMENT 3  
SCOPE OF SERVICES / STATEMENT OF WORK**

**Appendix**

**Environments Supported by WellSky**

WellSky offers two environments for Transition: Training and Production. These are connected to Epic environments of Test (TST) and Production. WellSky does not support more than two environment connections to Transition.

**Client Resource Tables**

The table below provides an overview of Client resources who may be engaged for the Transition Implementation.

<i><b>Roles</b></i>	<i><b>Responsibility</b></i>
Client Executive Sponsor	<ul style="list-style-type: none"> <li>• Ensure organizational commitment.</li> <li>• Facilitate implementation and policy-related decisions.</li> <li>• Approve the allocation of resources.</li> <li>• Provide operational accountability.</li> <li>• Post Implementation: Operational accountability for standardization and identifying workflow changes based upon changing Client needs.</li> </ul>
Client Project Manager	<ul style="list-style-type: none"> <li>• Partners with the WellSky Project Manager to develop and maintain the WellSky Project Management.</li> <li>• Responsible for coordinating and confirming Client tasks are completed timely.</li> <li>• Coordinates meetings at Client site.</li> <li>• General Project Management duties.</li> </ul>
Client Clinical SME's	<ul style="list-style-type: none"> <li>• Provide goals/objectives of implementation.</li> <li>• Share workflow and process of department.</li> <li>• Responsible for determining internal processes.</li> <li>• Commitment to reinforce the staff usage of applications.</li> </ul>
Client Transition System Administrator	<ul style="list-style-type: none"> <li>• Assist in determining department process and workflow, and aid in dissemination of this information to staff.</li> <li>• Conducts Super User groups as needed to maintain standardization and understanding of system use.</li> <li>• Maintain configurable lists.</li> <li>• Run reports utilizing the report functionality.</li> <li>• Post Implementation: Maintain End User profiles.</li> <li>• Post Implementation: High quality post-acute care network management.</li> <li>• Post Implementation: Receives, communicates, and incorporates application updates/upgrades to the application to staff.</li> <li>• Post Implementation: Per Client policy, tests/maintains upgrades within TST environment specific to application configurations and connectivity.</li> </ul>
Client Interconnect Admin and Epic Client Systems Web and Service Systems TS	<ul style="list-style-type: none"> <li>• Enable APIs with appropriate security policy.</li> <li>• Responsible for providing Epic Endpoint URL for FHIR interface.</li> <li>• Confirm App can communicate with Client's system from outside Client's firewall.</li> </ul>



**ORDER FORM**  
**ATTACHMENT 3**  
**SCOPE OF SERVICES / STATEMENT OF WORK**

Client Interface Administrator and Epic EDI	<ul style="list-style-type: none"> <li>Configure the required interfaces as needed by this integration.</li> </ul>
Client Epic Certified Systems Administrator (ECSA) (Hyperspace or Citrix Deployment Admin)	<ul style="list-style-type: none"> <li>Complete the Hyperspace/Hyperdrive and Desktop Setup.</li> <li>Install and maintain Print Attach Driver.</li> </ul>
Client EpicCare Inpatient Application Analyst and TS	<ul style="list-style-type: none"> <li>Responsible for downloading and installing the Epic Turbocharger package or delegating to the appropriate Client role.</li> <li>Configure Epic to launch the application in the appropriate workflow and for the appropriate users.</li> <li>Responsible for build tasks outlined in the Implementation Guide hosted on Epic Connection Hub.</li> <li>Test standard and edge case workflows to ensure the application is working as expected.</li> <li>Responsible for additional Build or testing in Epic as needed if requested by Clinical SME(s).</li> </ul>
Client Security Team	<ul style="list-style-type: none"> <li>Provision a background user for the app to authenticate API calls into Client's Epic system.</li> </ul>
Client Trainer(s)	<ul style="list-style-type: none"> <li>Develop and lead end user training on application for designated end users.</li> <li>Serve as a subject matter and workflow expert.</li> <li>Post Implementation: Provide end user training for application updates / upgrades.</li> </ul>
Client Project Team / Super Users	<ul style="list-style-type: none"> <li>Provide process and workflow knowledge of job functionality.</li> <li>Participation in weekly / monthly conference calls.</li> <li>Help identify and present creative changes within the application that can increase efficiency, workflow and process.</li> <li>Provide first line troubleshooting of any problems or issues.</li> <li>Become product expert(s).</li> <li>Post Implementation: Ongoing education on process, workflow, updates, additions, and change.</li> </ul>
Client Report Writer / Business Analyst	<ul style="list-style-type: none"> <li>Create and run reports utilizing the CarePort report functionality.</li> <li>Provide first line troubleshooting of any problems or issues for reports.</li> <li>Post Implementation: Provide education on reports and report generation within Client organization.</li> <li>Post Implementation: Ongoing creation / modification of reports based upon Client's internal reporting needs.</li> </ul>
Client Post Acute Outreach Coordinator	<ul style="list-style-type: none"> <li>Provides guidance to WellSky on the designated footprint of post-acute care providers.</li> <li>Participates in outreach activities to post-acute care providers, such as email, phone calls and leading discussions on the benefits of being a member of Client's Designated Network of Post Acute Care providers.</li> <li>Post Implementation: Responsible for maintaining an outreach / marketing strategy to keep post-acute providers engaged and members of Client's designated Post Acute Care Network and to encourage members to keep their Patient Choice profiles up to date.</li> </ul>
Client Support Resource / Technical Lead	<ul style="list-style-type: none"> <li>Oversees the technical implementation and takes responsibility for managing and coordinating technical work, and identifies appropriate resources within Client's IT department.</li> </ul>

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**ORDER FORM**  
**ATTACHMENT 3**  
**SCOPE OF SERVICES / STATEMENT OF WORK**

**Project Timeline**

The standard WellSky project plan template is the basis for the implementation. Time frames for the various tasks for Client will be reviewed and modified as needed in the Project Kick-Off event of Client’s implementation. The timeframe for implementation can vary depending on factors such as the number of facilities to be implemented or Client’s Epic Implementation timeline.

Once both sides agree on the project plan, it will be used throughout the implementation as a tool for monitoring progress and timely implementation.

Included below is the anticipated timeframe for CarePort Transition implementation. WellSky assumes any delay in the project on behalf of Client that would extend this implementation greater than three (3) weeks beyond the estimated four (4) month projection will result in a change order and may require an Order Form for additional professional services:

Implementation Plan				
Events	M1	M2	M3	M4
Pre-Implementation				
Project Kick-Off				
Build				
Validation				
Activation Readiness				
Activation				
Post-Activation & Transition to Support				

\* M = Month

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## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: N/A</b>						
<b>Corporate/Business Entity Name:</b>		WellSky Corporation				
<b>(Include d.b.a., if applicable)</b>		CarePort Health, LLC				
<b>Street Address:</b>		11300 Switzer Road		<b>Website:</b> <a href="https://wellsky.com/">https://wellsky.com/</a>		
<b>City, State and Zip Code:</b>		Overland Park, Kansas, 66210		<b>POC Name:</b> Zachary Ninteman <b>Email:</b> Zachary.ninteman@wellsky.com		
<b>Telephone No:</b>		(913) 307-1000		<b>Fax No:</b> (913) 307-1111		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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

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

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

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

1.


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

☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
2.

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

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

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

	Marc Camm
Signature	Print Name
SVP, Connected Networks	1/16/2025
Title	Date

**DISCLOSURE OF RELATIONSHIP**

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

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

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

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

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

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

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**For UMC Use Only:**

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

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

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

Notes/Comments:

*Marc Camm*

Signature

Marc Camm

Print Name

Authorized Department Representative

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

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
January 22, 2025

Agenda Item #

**14**