



UMC Audit and Finance Committee Meeting

Wednesday, August 21, 2024 2:00 p.m.

UMC Trauma Building - Providence Suite - 5th Floor

AGENDA

**University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
August 21, 2024 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)**

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

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

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

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

1. Public Comment

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of July 24, 2024. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

SECTION 2: BUSINESS ITEMS

4. Receive an update from Tori Begay, Emergency Preparedness Program Coordinator, regarding the financial impact, future planning and lessons learned from the Formula One Event; and direct staff accordingly. *(For possible action)*

5. Receive the monthly financial report for July 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 approval by the Governing Board the Letter of Extension with Aetna Health, Inc.; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for ratification by the Governing Board the First Amendment to Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc.; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Amendment to the Hospital Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Letter of Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for award by the Governing Board the RFP 2024-06 Comprehensive Care Management Services to Practice Partners, LLC; approve the RFP 2024-06 Service Agreement; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Governing Board the Amendment One to Master Service Agreement for Architectural Design and Documentation Services with EV&A; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Governing Board the Diagnostic Staffing Service Agreement with Med-Smart, Inc.; or take action as deemed appropriate. *(For possible action)*
14. Review and recommend for approval by the Governing Board the Agreement with Structured Communication Systems, Inc. for Tanium Endpoint Management System; authorize the Chief Executive Officer to exercise renewal options within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*
15. Review and recommend for approval by the Governing Board the Agreement with UKG Kronos Systems LLC for UKG Pro Workforce Management Software; or take action as deemed appropriate. *(For possible action)*
16. Review and recommend for award by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the RFP No. 2024-04 for Crisis Stabilization Center Administrative Services to Fundamental Behavioral Health Services, LLC d/b/a Nevada Behavioral Health Systems; authorize the Chief Executive Officer to sign the Professional Services 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)*

SECTION 3: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

**University Medical Center of Southern Nevada
Governing Board Audit and Finance Committee Meeting
July 24, 2024**

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

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:04 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:

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

Absent:

Christian Haase (Excused)

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Deb Fox, Chief Nursing Officer
Maria Sexton, Chief Information Officer
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 June 20, 2024. (For possible action)

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Review the results of the follow up of the Receiving Dock audit dated July 15, 2024; and direct staff accordingly. (*For possible action*)

DOCUMENTS SUBMITTED:

- June FY24 Financials

DISCUSSION:

Nate Strohl, UMC Internal Auditor provided a follow up report on the Receiving Dock Audit. A follow up audit was performed to ensure that corrective actions were taken. No findings were noted on the follow up audit.

FINAL ACTION TAKEN:

None taken

ITEM NO. 5 Review the results of the audit of the Façade construction Project dated July 15, 2024; and direct staff accordingly. (*For possible action*)

DOCUMENTS SUBMITTED:

- June FY24 Financials

DISCUSSION:

Mr. Strohl stated that an audit of the façade construction project and determined that UMC was in compliance with selected key controls as documented within the risk assessment profile. A list of the judgmentally selected test items were reviewed. There were no exceptions noted in the project.

Member Caspersen asked how many noise complaints were noted. Mr. Strohl responded that there were approximately 30 complaints received.

Ms. Tello continued the discussion by providing an update on the project. A review of slides depicting the phasing plan, total project completion to date and the advance schedule of FY25 completion was presented. At this time, the project is ahead of budget, and on time and on schedule.

A key control on the risk mitigation document included a finance review of owner contingency, funding and value engineering. Ms. Tello recapped the phasing plan overview, noting construction that was done on an advanced schedule.

Lastly, the committee was able to review slides showing progress of the exterior to date, before and after images and the time capsule dedication, which will be opened in 2044.

Thank you to everyone who had a part in this project. Final completion is scheduled for June 2025.

FINAL ACTION TAKEN:

None taken

ITEM NO. 6 Receive the monthly financial report for June FY24; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- June FY24 Financials

DISCUSSION:

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

Admissions were below budget 10%. AADC was 587. Length of stay was 5.87 Hospital acuity was 1.92 and Medicare CMI was 2.06. Inpatient surgeries were 10% below budget and outpatient surgeries were 3% above budget. ER visits were 8,753 for the month and there were 18 transplants for the month. ED to obs was at 23%.

Quick care volume was down 24% and primary care was below budget 24%. There were 503 telehealth visits. Ortho clinic volumes were 31% below budget, but 12% above prior year. Deliveries were at 126 for the month.

In trended stats, length of stay had a record low at 5.57. Inpatient surgeries were 15 over and outpatient surgeries were 43 over the 12month average.

Payor mix trended for inpatient showed a drop in commercial of 4%, an increase in Medicare of 1.5% and a decrease in self-pay of 2%. The ED statistics reflected an increase of 1% in government, a 3% decrease in Medicaid, an increase in Medicare 2%.

Inpatient surgical payor mix trends showed commercial down 2% and government went up 2%. Outpatient surgical cases were up 2.5% in commercial, government was down 2%, Medicaid was up 2% and Medicare was down 2.5%.

Summary income statement showed net patient revenue was approximately \$2 million above budget. Other revenue was above budget \$600K. Total revenue was above budget \$2.6 million. Total operating expense was \$280k below budget, leaving us \$3.7 million above budget for the month. Discussion continued regarding exceeding budget despite the decreased volume during the month.

The year to date income statement showed overall revenue was below budget \$11 million. Other revenue was above budget \$3.3 million. Total operating revenue was below budget \$7.7 million. Operating expenses were below budget \$1 million. Income from ops was \$67.4 on a budget of \$66.1, leaving us \$1.3 million above budget year-to-date. Income statement trended was presented as informational.

Salaries, wages and benefits were below budget \$2.1 million. Overtime was below budget 15%, and is being managed well. Contract labor is over budget, primarily due to radiology. Trended salaries, wages and benefits was briefly discussed.

All other expenses for the month were approximately \$1.8 million over budget primarily due to supply costs.

Key financial indicators were reviewed in profitability, labor, liquidity and cash collections. Profitability was mostly in the green. Labor was in the green. Liquidity and cash collections were in the green. Days' cash on hand is in the green at over 3 months. Cash collections were below target. We did not hit our cash collection goal for the month.

Cash flow statement for June shows \$75.2 million was received from patients and payors. Approximately \$28.2 million was received in supplemental payments.

The balance sheet shows a slight decrease in cash from prior month, but remains consistent from previous months.

FINAL ACTION TAKEN:

None taken.

ITEM NO. 7 Receive an update report from the Chief Financial Officer; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

- BDO began their financial statement audit. Updates will be provided.

- Supplemental payments outstanding as of June are \$85.5 million, the majority relates to FY24. UMC continues to work with the state on older outstanding payments.

FINAL ACTION TAKEN:

None taken

ITEM NO. 8 Review FY24 Organizational Performance Goals as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- PowerPoint

DISCUSSION:

There were 3 goals total. Ms. Wakem reminded the committee that the value of the total goals was 25%.

1. Exceed fiscal year budgeted income from operations plus depreciation and amortization – This goal was met. We beat budget by \$1.2 million. It was noted that despite the challenges with radiology, the team was able to accomplish this goal. Ms. Wakem reviewed surgical growth over the year and the receipt of supplemental payments over the year.
2. 4.5 day target for discharged to home ALOS – We hit 4.44, down 1% and overall LOS was down approximately 9%. This goal was met.
3. Phase I & Phase II façade project on time and on budget. – This goal was met.

Chair Caspersen commented that although there were delays, this goal was able to move forward.

Member Hagerty added that this is a great accomplishment.

Staff recommends that all of the goals were met and this would award 100%. Chair Caspersen thanked the team for their achievements.

The committee members agree that the team is worthy of 100% of the goal award.

There was brief discussion regarding the percentage awarded to the A&F committee. The team will confirm the percentage allotted as it applies to this committee.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to award 100% as related to the Audit and Finance Committee and recommend for approval by the Human Resources and Executive Compensation Committee. Motion carried by unanimous vote.

ITEM NO. 9 Review FY25 Organizational Performance Goals as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Ms. Wakem reviewed changes made to the proposed goals based on feedback received from the Committee at last month's meeting. The following proposed goals were reviewed:

1. Exceed fiscal year budgeted income from operations plus depreciation and amortization
2. 4.44 day target for discharged to home ALOS
3. Status accuracy for Obs in the ED: Target is 8.31%
4. Improve labor utilization with a target (budgeted) of SWB per APD of \$2,907. Adjusted EPOB of 6.64
5. First Case On Time Start (FCOTS): Target is 80%

After lengthy discussion regarding the intended objective of goal #3, it was modified to state "8.31% target for ED to Observation". A lengthy discussion ensued regarding situations where observations are appropriate, how payor mix affects observation statistics and what drives the reduction in observation percentages.

Goal #4 has been budgeted.

Goal #5 would be an aggressive target at 80%. The team is implementing strategies to streamline the process to start cases on-time. Discussion continued regarding inpatient vs. outpatient surgery start times. There should be accountability for late starts.

Goal #2 should be a better improvement statistic of at least 5% or 4.25.

After much discussion of all of the goals, the Committee agreed on the following 5 goals:

1. Exceed fiscal year budgeted income from operations plus depreciation and amortization
2. 4.25 day target for discharged to home ALOS
3. Status accuracy for Obs in the ED: Target is 8.3%
4. Improve labor utilization with a target (budgeted) of SWB per APD of \$2,907. Adjusted EPOB of 6.64

5. OR First Case On Time Start (FCOTS): Target is 80%

FINAL ACTION TAKEN:

A motion was made by Member Mackay to accept the proposed FY25 Organizational goals as they relate to the Audit and Finance Committee and recommend for approval by the Human Resources and Executive Compensation Committee. Motion carried by unanimous vote.

ITEM NO. 10 Review and recommend for approval by the Governing Board the Agreement with EV&A Architects for UMC's prospective parking structure project; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Contract – Redacted
- Disclosure of Ownership

DISCUSSION:

This is a new agreement with vendor to provide drawings for a potential future project involving a 5-story parking structure. To secure the permits and licensure. The agreement is not to exceed 3-years from effective date and terminate at any time.

FINAL ACTION TAKEN:

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

ITEM NO. 11 Receive a report on the emergency repairs of a broken water main/pipe repair; or take action as deemed appropriate. *(For possible action)*; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Services Agreement

DISCUSSION:

A failure of a deteriorated domestic water line system resulted in emergency repairs to restore water flow to the south tower of the campus. The water line needed to be repaired immediately to prevent further water flow disruption. Martin Harris construction was engaged to perform the emergent repairs. Under NRS 338, this project was not bid out.

It was explained to the committee that it is an NRS requirement that the governing body is informed of the emergency repair that is not bid out.

FINAL ACTION TAKEN:

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

ITEM NO. 12 Review and recommend for approval by the Governing Board the Order Form and Amendment with Spok, Inc. for IT Services; authorize the Chief Executive Officer to execute renewals or amendments; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Order Form - Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This current vendor provides software for the PBX internal paging system. This agreement will extend maintenance and support for the software through June 2028 and add additional funding.

Member Hagerty asked if the term of the extension would go beyond the current PBX system.

Maria Sexton, UMC CIO, responded that Spok is used to interface with other systems and will continue to be used.

FINAL ACTION TAKEN:

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

ITEM NO. 13 Review and recommend for approval by the Governing Board the Amendment 26 to Software License and Services Agreement with Solventum Health Information Systems, Inc.; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Amendment 26 - Software License and Service Agreement (redacted)
- Disclosure of Ownership

DISCUSSION:

Solventum is formerly known as 3M Health Information Systems, Inc. This is an agreement to extend CDI software used in the health information department and fluency direct system. This amendment will extend the agreement for one year while staff works to effect a new master agreement with Solventum.

FINAL ACTION TAKEN:

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

ITEM NO. 14 Review and recommend for approval by the Governing Board the Amendment to Service Agreement for Energy Management Services with Kinect Energy, Inc.; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Amendment to Service Agreement
- Disclosure of Ownership

DISCUSSION:

Kinect Energy will provide advisory, consulting, and procurement services regarding the acquisition of natural gas. This is an amendment to extend the agreement until October 31st while transitioning to Southwest Gas. There is no termination fee.

FINAL ACTION TAKEN:

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

ITEM NO. 15 Review and recommend for approval by the Governing Board the First Amendment to Master Affiliation Agreement for Graduate Medical Education with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- First Amendment to Master GME

DISCUSSION:

This 1st Amendment will allow us to co-terminate with the preliminary Affiliation Agreement, adds a PLA for Rheumatology, and updates timekeeping responsibilities and schedule to clinic sites.

FINAL ACTION TAKEN:

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

- ITEM NO. 16 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fifth Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:

- 1524 Pinto Lane Proposed Amendment No 5_revised UNLV

DISCUSSION:

This will extend the term of the lease of a portion of the third floor to UNLV for a period of 9-months.

FINAL ACTION TAKEN:

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

SECTION 3: EMERGING ISSUES

- ITEM NO. 16 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. *(For possible action)***

1. A future presentation on insurance costs at UMC. The Committee feels this could be a regular item.
2. Discussion regarding the Crowdstrike system outage and possible effect on UMC operations and lessons learned.

Maria Sexton responded that there was no indication that there was a cyberattack, but this was a system update patch or software update to their system. This locked companies out of their systems. Although UMC was not directly impacted, we did receive minimal impacts through some of our system partners. Ms. Sexton continued the discussion regarding the testing of third party patches with systems such as Microsoft. She highlighted that this is not a frequent occurrence. There was continued discussion regarding the greatest risk to operating systems.

Chair Caspersen stated that the issue regarding Crowdstrike was handled and is not considered an emerging issue.

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

COMMENTS BY THE GENERAL PUBLIC:

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:50 pm., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

DRAFT

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

Issue: Emergency Preparedness Update	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance committee receive an update from Tori Begay, Emergency Preparedness Program Coordinator, regarding the financial impact, future planning and lessons learned from the Formula One Event; and direct staff accordingly (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Committee will receive an update regarding emergency planning for the Formula One event.

Cleared for Agenda
August 21, 2023

Agenda Item #

4



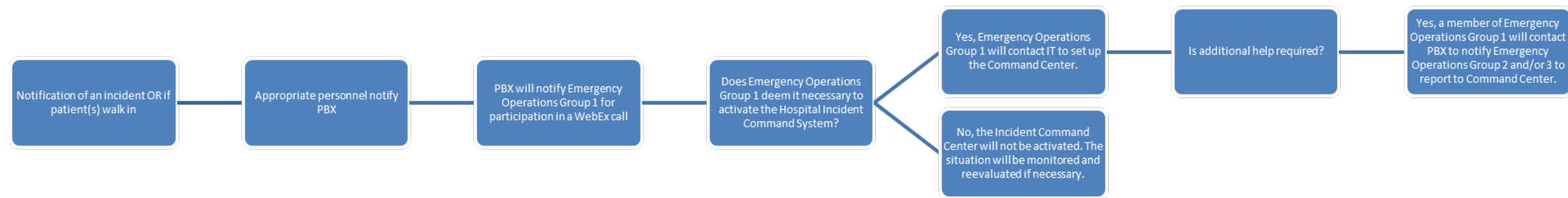
UMC Incident Command Center
Emergency Preparedness
Tori Begay, Emergency Preparedness
Coordinator
August 21, 2024

Emergency Preparedness Program

- University Medical Center is committed to providing a safe, accessible, effective and responsible environment of care consistent with our mission, services and applicable governmental requirements.
- Protecting our patients, staff, volunteers, visitors, and continuity of operations during both normal and emergency conditions.
- Emergency Preparedness Program is to ensure that the hospital is prepared to manage and recover from a disaster with the least amount of damage to human lives and disruption of services.
- This is fulfilled through an ongoing process of assessing threats, mitigating risk and reducing vulnerabilities, planning and policy development, capability and resource building, training and practical application through drills and exercises.
- The Program utilizes best practices from healthcare and emergency management to ensure compatibility with other emergency management programs. Which ensures compatibility with the National Incident Management System and compliance with The Joint Commission.
- Currently UMC has an *Emergency Preparedness Committee*—an interdisciplinary group made up of staff from various hospital departments, including senior hospital and medical staff management.

- Ability to activate the Emergency Operations Plan (Group 1)
- Participate in monthly test notifications (All Groups)
- Participate in event planning meetings as needed (All Groups)
- Complete ICS 100, 200 and 700 (All Groups)
- Participate in real-world incidents as needed (All Groups)
- Participate in exercises as needed (All Groups)

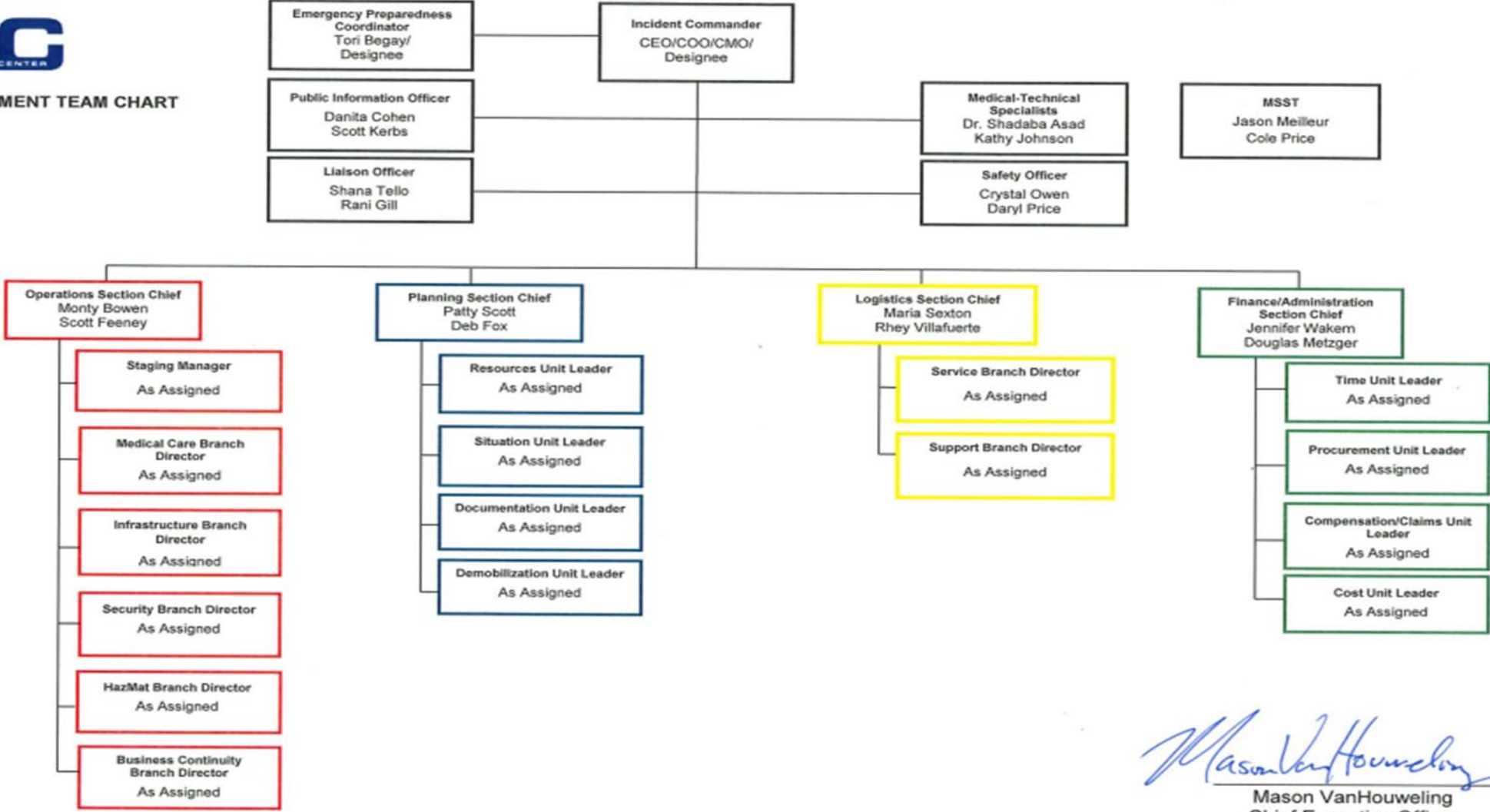
UMC Communication Protocol Flowchart



UMC Incident Command Emergency Preparedness



HOSPITAL INCIDENT MANAGEMENT TEAM CHART



Mason VanHouweling
Chief Executive Officer
June 4, 2024

Individual(s) may be assigned another position based on emergency situation.


Notification Methods

- Key individuals are notified by Email, Text and Phone



no-reply@onsolve.com
Message from UMC

To: Nicholas Horton

 Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

UMC TEST ALERT. Please acknowledge when you received this message via emergency notification system. UMC TEST ALERT.

<http://4m5g.com/KnjLWL>

Confirm you received this email

CODERED

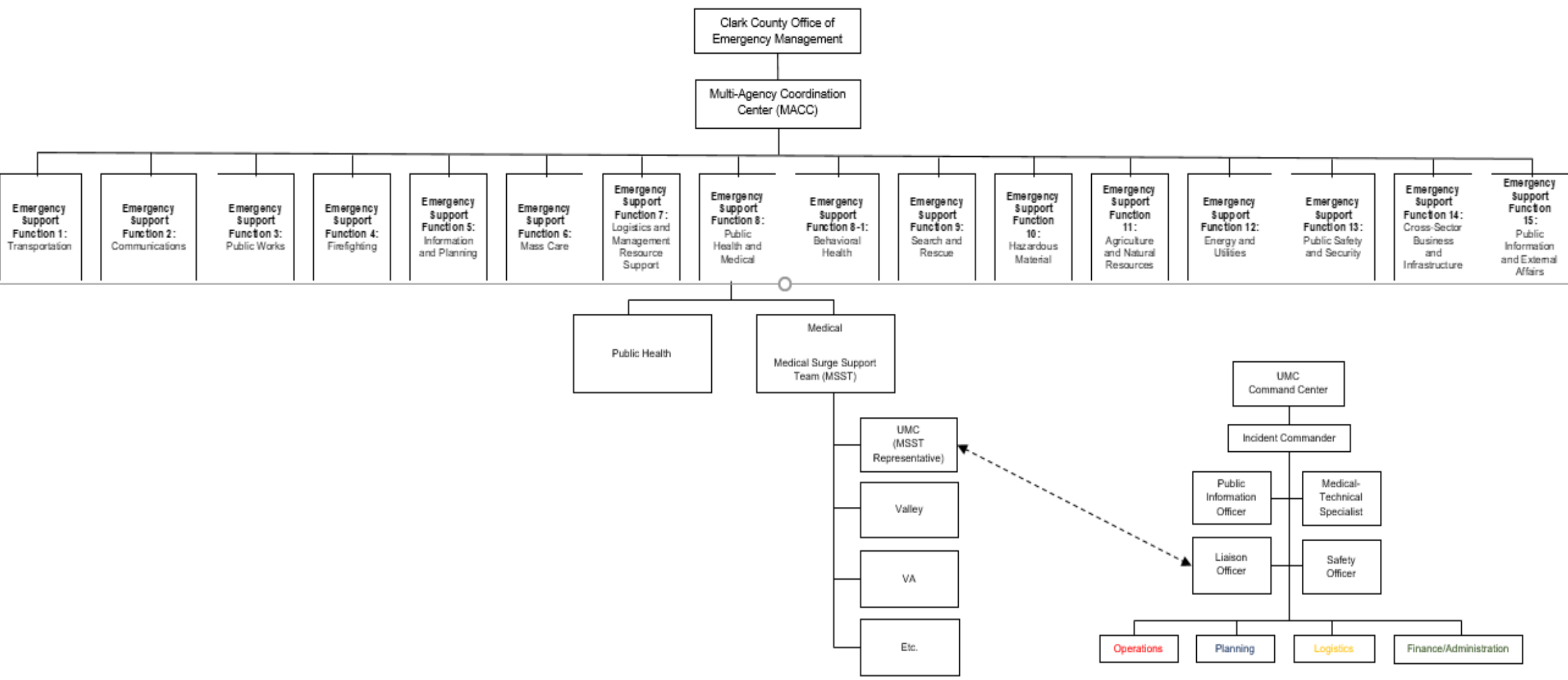
+1 (866) 419-5000

<http://4m5g.com/nMOWAw> UMC TEST ALERT. Please acknowledge when you received this message via emergency notification system. UMC TEST ALERT.

UMC Incident Command Emergency Preparedness



Clark County Office Of Emergency Management Org Chart



UMC Readiness

- UMC Incident Command Center



- National Guard News Year Eve



UMC Readiness

- UMC/Clark County Exercises
- Clark County Joint Meetings

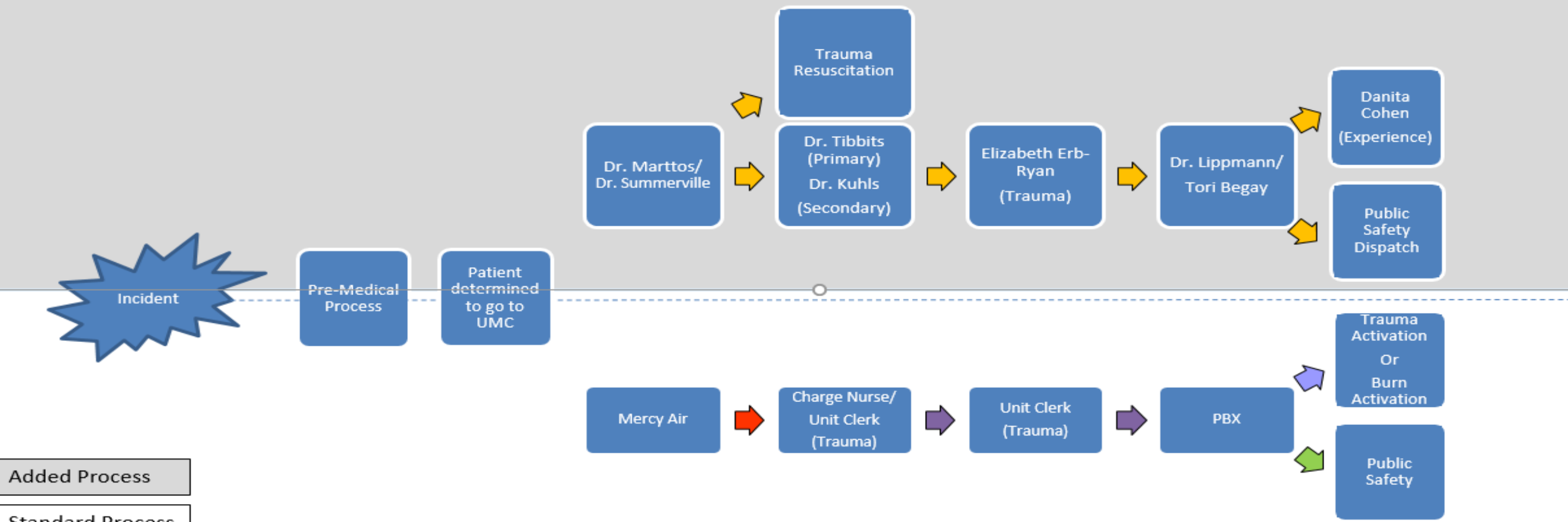


Formula 1 & Super Bowl Event

Special Events Emergency Preparedness

F1 Communication

Driver of Racecar Family (DRF)/Racecar Family (RF) Communications Process

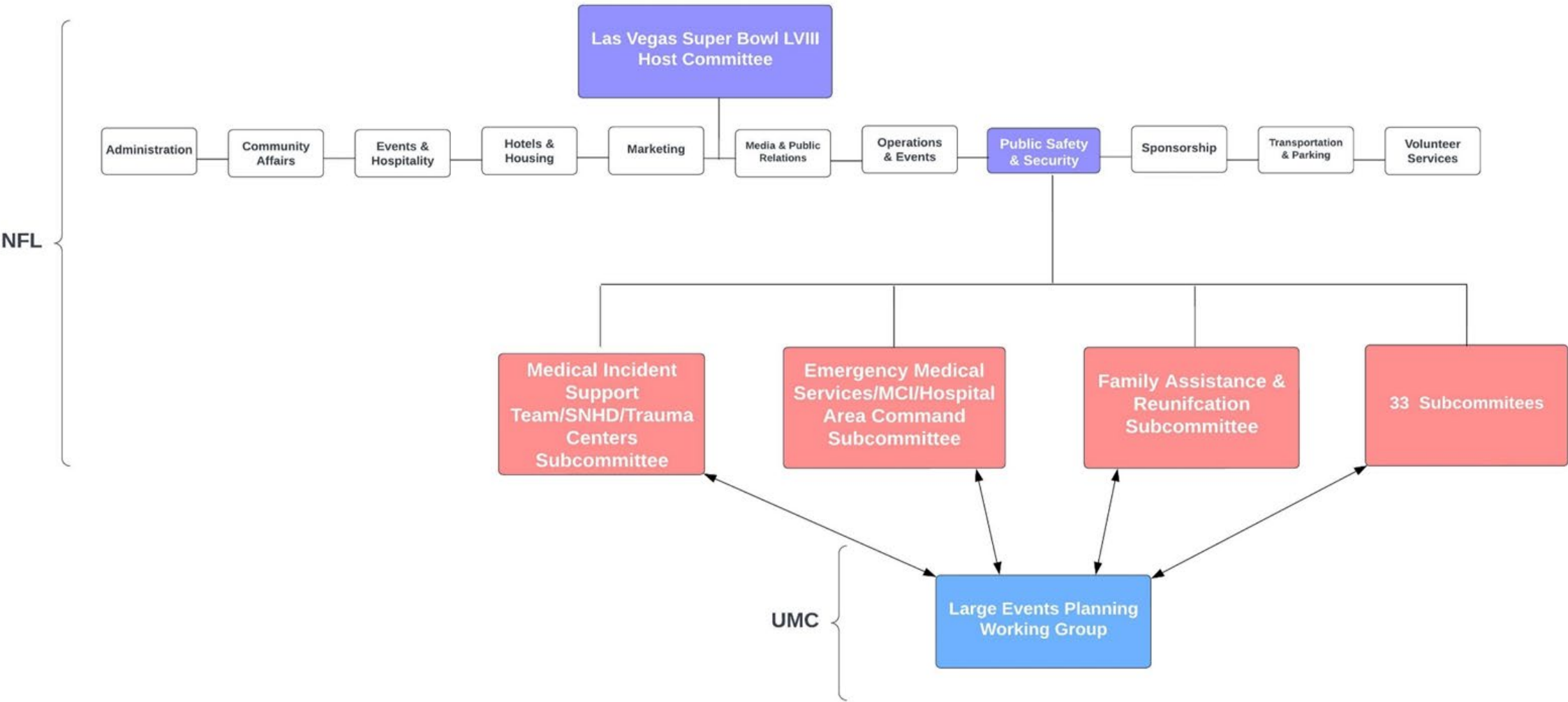


- Added Process
- Standard Process

- Phone
- Radio
- Pager
- Tele

Special Events Emergency Preparedness

Super Bowl LVIII



Lessons Learned

- Strengths
 - Communication Process
 - Transport Exercise
 - Community Partner Relationships
 - Activations
- Weaknesses
 - Impacted Person Database Process
 - Decontamination Capabilities
 - Tank Farm Security
 - Nurse Navigator Process

Special Events Emergency Preparedness

Program Preparation and Costs

- Planning
 - Communication Process
 - Medical Process
 - Marketing/Awareness
 - Flyers
 - Family Reunification Center Cards
- Trainings
 - Impacted Person Database
 - Crisis Communication
 - Human Trafficking
- Exercises
 - Tabletop Exercise
 - Patient Transport Exercise
- Logistics
 - Supplies
 - Food (National Guard)
- Meeting Attendance
- Internal
 - Homeland Security Assessment
 - Internal Work Groups
- External
 - Formula 1
 - LVMPD
 - CCOEM
 - Hospitals
 - Reunification
 - Impacted Person Database

Financial Impact

- No major financial impact
- Program Costs
- FTE-Increase Staffing for Event
- If a real-world incident, financial impact could be different

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

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

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
August 21, 2024

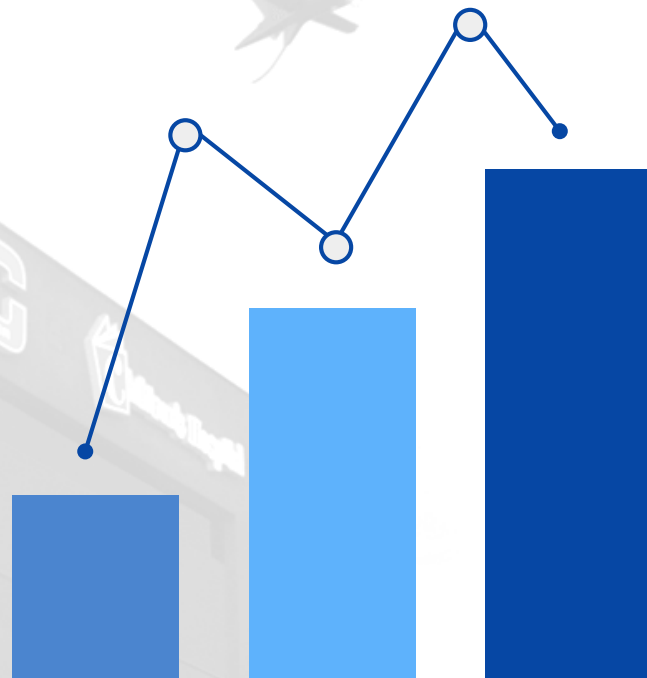
Agenda Item #

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July 2024 Financials

AFC Meeting



KEY INDICATORS JUL



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,939	19,084	(144)	(0.76%)	18,390	549	2.99%
Total Admissions	1,897	2,097	(200)	(9.55%)	2,017	(120)	(5.95%)
Observation Cases	871	841	30	3.57%	841	30	3.57%
AADC (Hospital)	584	595	(11)	(1.79%)	570	14	2.49%
ALOS (Admits)	6.16	5.94	0.22	3.67%	6.22	(0.06)	(0.96%)
ALOS (Obs)	1.41	1.08	0.33	30.19%	1.08	0.33	30.19%
Hospital CMI	2.03	1.82	0.20	11.52%	1.82	0.21	11.52%
Medicare CMI	2.15	2.01	0.14	6.97%	2.00	0.15	7.49%
IP Surgery Cases	841	826	15	1.82%	763	78	10.22%
OP Surgery Cases	674	603	71	11.77%	422	252	59.72%
Transplants	15	17	(2)	(11.76%)	17	(2)	(11.76%)
Total ER Visits	8,688	9,695	(1,007)	(10.39%)	9,505	(817)	(8.60%)
ED to Admission	13.43%	-	-	-	11.58%	1.85%	-
ED to Observation	9.99%	-	-	-	10.38%	(0.39%)	-
ED to Adm/Obs	23.42%	-	-	-	21.97%	1.46%	-
Quick Cares	13,737	12,956	781	6.03%	15,590	(1,853)	(11.89%)
Primary Care	7,423	5,577	1,846	33.11%	5,286	2,137	40.43%
UMC Telehealth - QC	468	442	26	5.96%	433	35	8.08%
OP Ortho Clinic	2,103	1,202	901	75.01%	1,286	817	63.53%
Deliveries	103	143	(40)	(27.87%)	140	(37)	(26.43%)

TRENDING STATS



	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	12-Mo Avg	Var
APDs	18,390	18,028	17,177	17,546	17,894	19,201	18,919	17,882	18,173	18,399	18,211	18,364	18,939	18,182	757
Total Admissions	2,017	2,000	1,897	1,898	1,930	1,959	1,838	1,838	1,931	1,877	1,966	1,861	1,897	1,918	(21)
Observation Cases	841	933	907	922	844	903	822	924	941	900	927	1,001	871	905	(34)
AADC (Hospital)	570	553	545	538	566	584	584	579	553	581	557	587	584	566	18
ALOS (Adm)	6.22	5.96	6.57	5.83	5.75	6.55	6.85	6.34	6.25	6.04	6.22	5.57	6.16	6.18	(0.02)
ALOS (Obs)	1.08	1.15	1.18	1.23	1.39	1.41	1.42	1.66	1.46	1.28	1.31	1.44	1.41	1.33	0.07
Hospital CMI	1.82	1.78	1.83	1.86	1.80	1.92	1.84	1.89	1.92	1.76	1.93	1.92	2.03	1.85	0.17
Medicare CMI	2.00	2.09	1.99	2.10	2.04	2.06	2.05	2.23	2.35	2.03	2.19	2.06	2.15	2.10	0.05
IP Surgery Cases	763	807	799	793	771	794	768	760	814	790	827	800	841	791	51
OP Surgery Cases	422	571	550	557	531	541	604	558	577	589	630	590	674	560	114
Transplants	17	14	18	17	13	15	11	13	18	14	16	18	15	15	(0)
Total ER Visits	9,505	9,231	8,955	9,278	9,054	9,092	9,035	8,329	8,859	9,015	9,470	8,753	8,688	9,048	(360)
ED to Admission	11.58%	11.89%	11.88%	11.78%	13.32%	12.49%	12.02%	12.95%	12.07%	12.67%	12.08%	11.89%	13.43%	12.22%	1.21%
ED to Observation	10.38%	10.75%	10.11%	9.67%	9.05%	9.80%	11.28%	10.96%	11.68%	10.54%	10.13%	11.50%	9.99%	10.49%	(0.50%)
ED to Adm/Obs	21.97%	22.64%	21.99%	21.45%	22.37%	22.29%	23.30%	23.92%	23.75%	23.21%	22.21%	23.40%	23.42%	22.71%	0.72%
Quick Care	16,023	18,963	18,359	19,689	21,000	24,241	23,453	20,933	21,186	21,628	20,510	17,297	13,737	20,274	(6,537)
Primary Care	5,286	7,075	5,801	6,452	6,523	5,427	7,476	7,537	7,147	7,562	7,753	7,052	7,423	6,758	665
UMC Telehealth - QC	433	432	532	547	633	785	718	575	577	580	566	503	468	573	(105)
OP Ortho Clinic	1286	1380	1579	1744	1,529	1,636	2,032	1,751	1,726	2,194	2,141	1,759	2,103	1,730	373
Deliveries	140	157	154	141	125	150	120	118	114	92	82	126	103	127	(24)

Payor Mix Trend



IP- Payor Mix 12 Mo Jul- 24

Fin Class	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	12-Mo Avg	Jul to Avg Var
Commercial	15.62%	16.90%	17.69%	17.92%	16.95%	17.39%	16.91%	17.11%	18.53%	17.96%	17.48%	13.69%	15.50%	17.01%	(1.51%)
Government	4.56%	4.43%	4.16%	4.20%	3.26%	3.88%	3.83%	3.76%	4.75%	4.29%	3.58%	4.19%	4.39%	4.07%	0.32%
Medicaid	44.61%	41.85%	45.49%	44.39%	43.48%	44.58%	45.70%	44.65%	42.06%	40.75%	40.11%	43.05%	44.78%	43.39%	1.39%
Medicare	30.74%	31.36%	28.64%	30.44%	31.12%	27.78%	29.78%	29.73%	29.71%	31.47%	34.07%	31.89%	29.78%	30.56%	(0.78%)
Self Pay	4.47%	5.46%	4.02%	3.05%	5.19%	6.37%	3.78%	4.75%	4.95%	5.53%	4.76%	7.18%	5.55%	4.96%	0.59%

ED- Payor Mix 12 Mo Jul- 24

Fin Class	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	12-Mo Avg	Jul to Avg Var
Commercial	17.09%	17.43%	18.18%	18.52%	17.60%	18.10%	18.81%	18.89%	19.30%	18.61%	17.37%	17.25%	17.90%	18.10%	(0.20%)
Government	4.89%	4.92%	4.31%	4.38%	4.75%	4.28%	4.68%	4.44%	4.36%	4.40%	4.52%	5.76%	5.15%	4.64%	0.51%
Medicaid	49.57%	48.35%	50.48%	51.35%	51.55%	51.36%	51.73%	52.65%	50.93%	50.29%	49.48%	47.76%	49.40%	50.46%	(1.06%)
Medicare	15.56%	15.99%	15.05%	15.35%	14.14%	14.23%	14.55%	14.65%	15.15%	15.57%	16.14%	17.19%	16.82%	15.30%	1.52%
Self Pay	12.89%	13.31%	11.98%	10.40%	11.96%	12.03%	10.23%	9.37%	10.26%	11.13%	12.49%	12.04%	10.73%	11.51%	(0.78%)

Payor Mix Trend



Surg IP- Payor Mix 12 Mo Jul- 24

Surg IP	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	12-Mo Avg	Jul to Avg Var
Commercial	19.27%	22.30%	21.32%	23.33%	21.40%	22.29%	21.85%	18.42%	22.36%	24.05%	22.85%	19.38%	19.29%	21.57%	(2.28%)
Government	6.29%	5.45%	8.10%	5.42%	4.15%	5.29%	4.29%	4.47%	5.65%	5.06%	3.26%	7.50%	6.96%	5.41%	1.55%
Medicaid	41.80%	36.06%	38.04%	34.93%	38.52%	36.52%	34.46%	40.66%	38.08%	35.83%	36.64%	37.00%	40.94%	37.38%	3.56%
Medicare	28.05%	32.60%	28.05%	33.55%	31.13%	29.35%	34.07%	32.50%	30.47%	31.90%	30.72%	31.25%	28.74%	31.14%	(2.40%)
Self Pay	4.59%	3.59%	4.49%	2.77%	4.80%	6.55%	5.33%	3.95%	3.44%	3.16%	6.53%	4.87%	4.07%	4.51%	(0.44%)

Surg OP- Payor Mix 12 Mo Jul- 24

Surg OP	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	12-Mo Avg	Jul to Avg Var
Commercial	29.86%	34.15%	31.45%	33.75%	30.70%	33.46%	32.67%	26.34%	31.72%	34.47%	33.97%	34.75%	30.09%	32.27%	(2.18%)
Government	6.64%	9.11%	8.00%	5.21%	5.27%	5.73%	6.47%	6.27%	6.07%	5.94%	6.83%	4.58%	6.64%	6.34%	0.30%
Medicaid	38.38%	33.10%	36.00%	31.24%	33.52%	35.85%	35.49%	39.07%	31.20%	32.26%	30.79%	36.60%	38.15%	34.46%	3.69%
Medicare	22.99%	19.96%	22.18%	28.55%	29.57%	22.74%	23.88%	27.60%	28.25%	26.32%	26.67%	22.54%	22.99%	25.10%	(2.11%)
Self Pay	2.13%	3.68%	2.37%	1.25%	0.94%	2.22%	1.49%	0.72%	2.76%	1.01%	1.74%	1.53%	2.13%	1.82%	0.31%

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$439,891,107	\$428,660,504	\$11,230,602	2.62%	●
Net Patient Revenue	\$80,186,443	\$79,150,844	\$1,035,598	1.31%	●
Other Revenue	\$6,098,060	\$4,040,078	\$2,057,982	50.94%	●
Total Operating Revenue	\$86,284,502	\$83,190,922	\$3,093,580	3.72%	●
Net Patient Revenue as a % of Gross	18.23%	18.46%	(0.24%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$86,981,324	\$84,202,492	\$2,778,832	3.30%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$696,822)	(\$1,011,570)	\$314,748	31.11%	●
Add back: Depr & Amort.	\$3,996,587	\$4,156,205	(\$159,619)	(3.84%)	
Tot Inc from Ops plus Depr & Amort.	\$3,299,765	\$3,144,635	\$155,130	4.93%	●

SUMMARY INCOME STATEMENT TREND



REVENUE	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	12-Mo Avg	Jul to Avg Var
Total Gross Patient Revenue	\$375,131	\$401,381	\$391,079	\$400,966	\$398,636	\$410,625	\$413,322	\$403,919	\$414,709	\$410,789	\$432,682	\$420,167	\$439,891	\$406,117	\$33,774
Net Patient Revenue	\$73,939	\$72,307	\$75,359	\$74,525	\$72,590	\$76,932	\$86,254	\$75,115	\$83,175	\$75,410	\$80,978	\$80,106	\$80,186	\$77,224	\$2,962
Other Revenue	\$5,105	\$3,723	\$3,310	\$4,386	\$2,770	\$3,080	\$3,592	\$3,672	\$3,192	\$4,207	\$4,155	\$3,965	\$6,098	\$3,763	\$2,335
Total Operating Revenue	\$79,044	\$76,030	\$78,669	\$78,910	\$75,359	\$80,012	\$89,846	\$78,787	\$86,367	\$79,616	\$85,133	\$84,071	\$86,285	\$80,987	\$5,297
Net Patient Revenue as a % of Gross	19.71%	18.01%	19.27%	18.59%	18.21%	18.74%	20.87%	18.60%	20.06%	18.36%	18.72%	19.07%	18.23%	19.02%	(0.79%)
EXPENSE	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	12-Mo Avg	Jul to Avg Var
Salaries, Wages and Benefits	\$49,645	\$46,595	\$46,126	\$47,643	\$44,037	\$50,493	\$50,112	\$49,109	\$51,578	\$50,292	\$50,713	\$47,316	\$53,495	\$48,638	\$4,856
Supplies	\$13,216	\$13,699	\$15,388	\$13,165	\$15,309	\$15,488	\$14,325	\$14,015	\$15,864	\$13,764	\$16,414	\$16,103	\$17,500	\$14,729	\$2,770
Other	\$14,697	\$15,295	\$16,275	\$16,403	\$16,972	\$17,204	\$16,854	\$16,101	\$16,229	\$16,317	\$15,451	\$14,804	\$15,987	\$16,050	(\$63)
Total Operating Expense	\$77,558	\$75,589	\$77,789	\$77,211	\$76,318	\$83,186	\$81,292	\$79,225	\$83,671	\$80,374	\$82,578	\$78,223	\$86,981	\$79,418	\$7,563
INCOME FROM OPS	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	12-Mo Avg	Jul to Avg Var
Total Inc from Ops	\$1,486	\$441	\$880	\$1,699	(\$959)	(\$3,174)	\$8,554	(\$438)	\$2,696	(\$757)	\$2,555	\$5,848	(\$697)	\$1,569	(\$2,266)
Add back: Depr & Amort.	\$3,752	\$3,918	\$3,875	\$3,834	\$3,829	\$3,849	\$4,382	\$3,987	\$3,980	\$4,061	\$4,112	\$4,141	\$3,997	\$3,977	\$20
Tot Inc from Ops plus Depr & Amort.	\$5,238	\$4,359	\$4,755	\$5,533	\$2,870	\$675	\$12,937	\$3,549	\$6,677	\$3,303	\$6,667	\$9,989	\$3,300	\$5,546	(\$2,246)
Operating Margin (w/Depr & Amort.)	6.63%	5.73%	6.04%	7.01%	3.81%	0.84%	14.40%	4.50%	7.73%	4.15%	7.83%	11.88%	3.82%	6.85%	(3.02%)

SALARY & BENEFIT EXPENSE



	Actual	Budget	Variance	% Variance	
Salaries	\$34,333,818	\$34,126,843	\$206,975	0.61%	●
Benefits	\$15,682,961	\$15,670,197	\$12,765	0.08%	●
Overtime	\$1,178,244	\$1,019,041	\$159,203	15.62%	●
Contract Labor	\$2,299,573	\$1,698,623	\$600,950	35.38%	●
TOTAL	\$53,494,596	\$52,514,703	\$979,893	1.87%	●
Paid FTEs	4,021	3,926	95	2.41%	●
SWB per FTE	\$13,305	\$13,376	(\$71)	(0.53%)	●
SWB/APD	\$2,825	\$2,752	\$73	2.64%	●
SWB % of Net	66.71%	66.35%	-	0.37%	●
AEPOB	6.58	6.38	0.20	3.19%	●

SALARY & BENEFIT EXPENSE TREND



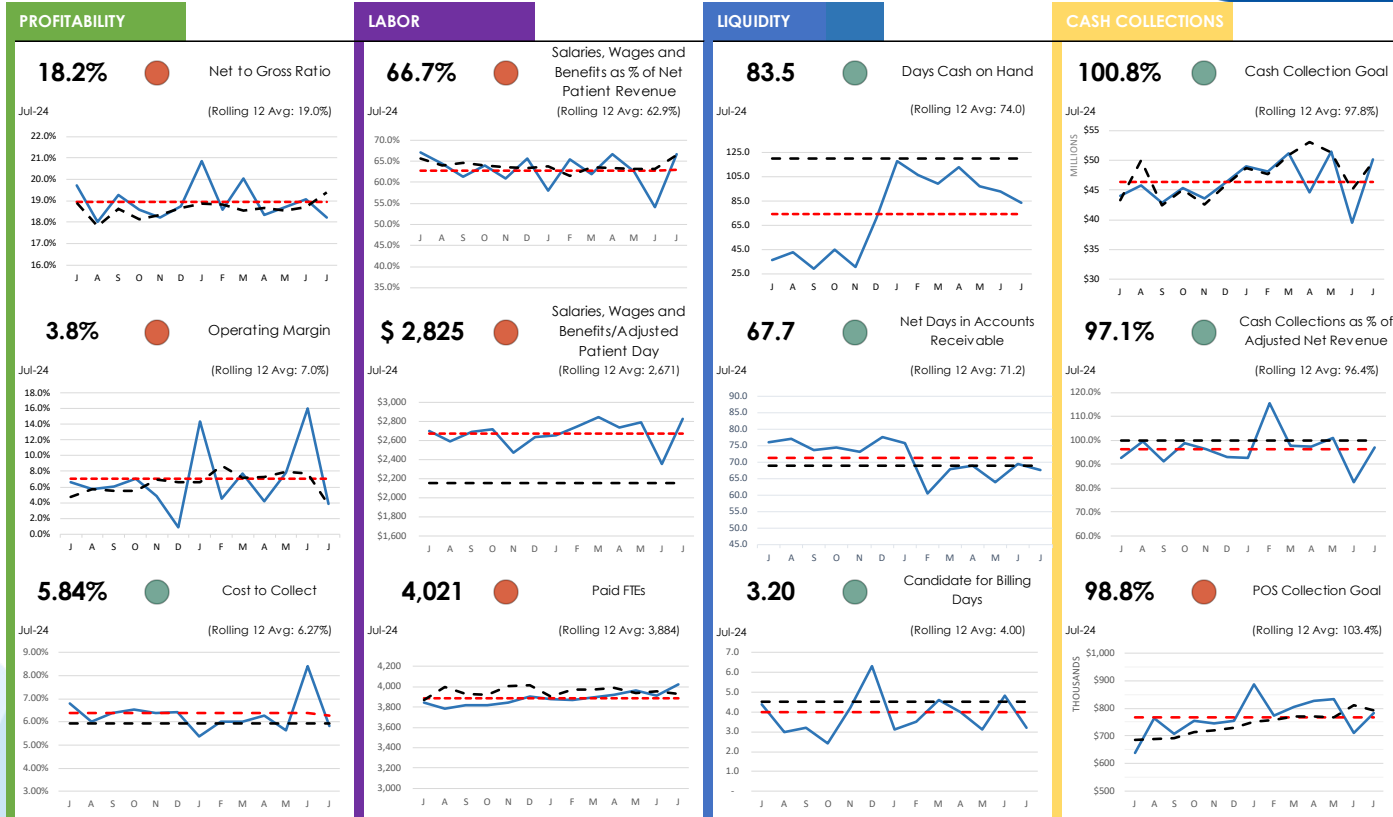
SALARY & BENEFIT EXPENSE	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	12-Mo Avg	Jul to Avg Var
Salaries	\$33,875	\$30,217	\$30,264	\$31,516	\$30,218	\$32,609	\$32,021	\$31,556	\$33,979	\$31,917	\$32,049	\$30,960	\$34,334	\$31,765	\$2,569
Benefits	\$13,781	\$14,915	\$14,663	\$14,491	\$12,451	\$14,282	\$14,934	\$13,870	\$14,064	\$14,998	\$15,044	\$13,126	\$15,683	\$14,218	\$1,465
Overtime	\$1,030	\$830	\$804	\$1,115	\$1,055	\$1,230	\$1,091	\$1,067	\$1,194	\$1,025	\$1,207	\$969	\$1,178	\$1,051	\$127
Contract Labor	\$958	\$634	\$395	\$520	\$313	\$2,373	\$2,067	\$2,616	\$2,342	\$2,352	\$2,413	\$2,261	\$2,300	\$1,604	\$696
Nursing	\$273	\$183	\$163	\$151	\$96	\$58	(\$38)	\$85	\$100	\$92	\$122	\$84	\$135	\$114	\$21
Physician	\$152	\$25	\$61	\$50	\$42	\$1,947	\$2,213	\$2,124	\$1,655	\$1,998	\$1,895	\$1,808	\$1,663	\$1,164	\$499
Other	\$533	\$425	\$171	\$319	\$349	\$367	(\$108)	\$407	\$587	\$262	\$396	\$368	\$501	\$340	\$161
TOTAL	\$49,645	\$46,595	\$46,126	\$47,643	\$44,037	\$50,493	\$50,112	\$49,109	\$51,578	\$50,292	\$50,713	\$47,316	\$53,495	\$48,638	\$4,856
Paid FTE	3,847	3,788	3,816	3,821	3,848	3,908	3,880	3,873	3,892	3,923	3,963	3,912	4,021	3,873	148
SWB per FTE	\$12,904	\$12,300	\$12,088	\$12,470	\$11,443	\$12,919	\$12,917	\$12,679	\$13,251	\$12,820	\$12,795	\$12,095	\$13,305	\$12,557	\$749
SWB/APD	\$2,700	\$2,585	\$2,685	\$2,715	\$2,461	\$2,630	\$2,649	\$2,746	\$2,838	\$2,733	\$2,785	\$2,577	\$2,825	\$2,675	\$149
SWB % of Net	67.14%	64.44%	61.21%	63.93%	60.67%	65.63%	58.10%	65.38%	62.01%	66.69%	62.63%	59.07%	66.71%	63.07%	3.64%
OT % of Productive	2.97%	2.47%	2.65%	2.79%	3.11%	3.21%	3.12%	3.05%	3.26%	2.99%	3.39%	2.93%	3.09%	3.00%	0.10%
AEPOB	6.49	6.51	6.66	6.75	6.45	6.31	6.36	6.28	6.64	6.40	6.75	6.39	6.58	6.50	0.08

EXPENSES JUL



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,383,981	\$2,335,576	\$48,405	2.07%	●
Supplies	\$17,499,692	\$14,904,872	\$2,594,820	17.41%	●
Purchased Services	\$6,714,912	\$6,916,892	(\$201,980)	(2.92%)	●
Depreciation	\$2,542,131	\$2,571,936	(\$29,804)	(1.16%)	●
Amortization	\$1,454,455	\$1,584,269	(\$129,814)	(8.19%)	●
Repairs & Maintenance	\$859,767	\$888,253	(\$28,486)	(3.21%)	●
Utilities	\$728,816	\$820,958	(\$92,142)	(11.22%)	●
Other Expenses	\$1,125,305	\$1,507,489	(\$382,184)	(25.35%)	●
Rental	\$177,668	\$157,544	\$20,124	12.77%	●
Total Other Expenses	\$33,486,729	\$31,687,790	\$1,798,939	5.68%	●

KEY FINANCIAL INDICATORS



Actual
Rolling Average
Target

ORGANIZATIONAL GOALS FINANCE/OPERATIONS



	Actuals	Target	Variance	
Exceed fiscal year budgeted income from operations plus depreciation and amortization.	\$3,299,765	\$3,144,635	\$155,130	●
Home ALOS with a target equal to or less than 4.25	4.55	4.25	0.30	●
ED to Observation target of 8.3%	9.99%	8.30%	1.69%	●
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	\$2,907	(\$82)	●
Adjusted EPOB of 6.64	6.58	6.64	(0.06)	●
OR First Case On Time Start (FCOTS): Target is 80%	62.00%	80.00%	(18.00%)	●

FY25 CASH FLOW



	July 2024	June 2024	May 2024	YTD of FY2025
Operating Activities				
Cash received from patients and payors	50,804,044	75,262,809	63,771,948	50,804,044
Cash paid to vendors	(36,000,444)	(36,411,024)	(42,233,282)	(36,000,444)
Cash paid to employees	(38,429,396)	(48,192,264)	(57,938,201)	(38,429,396)
Other operating receipts/(disbursements)	4,068,531	5,139,844	1,837,668	4,068,531
Net cash provided by/(used in) operations	(19,557,266)	(4,200,635)	(34,561,867)	(19,557,266)
Investing Activities				
Purchase of property and equipment, net	(7,899,393)	(7,053,583)	(6,005,525)	(7,899,393)
Interest received	5,588,537	(4,840,747)	752,505	5,588,537
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	11,513,366	9,867,315	8,297,267	11,513,366
Net cash provided by/(used in) investing activities	9,202,510	(2,027,015)	3,044,247	9,202,510
Financing Activities				
From/(to) Clark County	-	5,000,000	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	-	-
Other	-	-	-	-
Net cash provided by/(used in) financing activities	-	5,000,000	-	-
Increase/(decrease) in cash	(10,354,756)	(1,227,650)	(31,517,620)	(10,354,756)
Cash beginning of period	127,056,902	128,284,552	159,802,172	127,056,902
Cash end of period	116,702,146	127,056,902	128,284,552	116,702,145
Unrestricted cash	116,702,146	127,056,902	128,284,552	116,702,145
Cash restricted by donor	3,910,747	3,710,239	4,270,121	3,910,747
Internally designated cash	104,402,310	115,915,676	125,782,991	104,402,310

FY25BALANCE SHEET HIGHLIGHTS



	Jul 2024	Jun 2024	May 2024
CASH			
Unrestricted	\$ 116.7	\$ 127.1	\$ 128.2
Restricted by donor	3.9	3.7	4.3
Internally designated	104.4	115.9	125.8
	<hr/> \$ 225.0	<hr/> \$ 246.7	<hr/> \$ 258.3
NET WORKING CAPITAL	\$ 204.9	\$ 194.1	\$ 211.8
NET PP&E	\$ 272.2	\$ 271.0	\$ 261.9
LONG-TERM DEBT	\$ -	\$ -	\$ -
NET PENSION LIABILITY	\$ 716.8	\$ 716.8	\$ 630.4
NET POSITION	\$ (193.3)	\$ (198.1)	\$ (163.0)

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

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

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
August 21, 2024

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	N/A	No	Aetna Health	Letter of Exension	Yes	July 1, 2024 through December 31, 2024	90 days w/o cause	Revenue based on volume	Managed Care	This Letter will extend the Transplant Services through December 31, 2024
8	N/A	No	Healthplan of Nevada	Amendment	Yes	August 1, 2021 through October 31, 2024	180 days w/o cause	Revenue based on volume	Managed Care	This Amendment extended the expiration date from July 31, 2024 to October 31, 2024
9	N/A	No	Hometown Health	Amendment	Yes	September 1, 2024 through September 1, 2027	120 days w/o cause	Revenue based on volume	Managed Care	This Amendment extends the current expiration date to September 1, 2027 and provides updated to Exhibits.
10	N/A	No	Hometown Health	Letter of Agreement	Yes	July 1, 2024 through September 29, 2024	120 days w/o cause	Revenue based on volume	Managed Care	Establishes a 252% reimbursment rate of Medicare Physician Fee as payment for UMC Emergency Medicine Professional Services.

Agreements with a P&L Impact												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/ Exercise Option/Change Order	Are Terms/ Conditions the Same?	This Contract Term	Out Clause	Contract Value	Capital/ Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
11	RFP 2024-06	No	Practice Partners LLC	New Contract	No	3 Years with Two (2) 1-Year Options	90 days w/o cause	\$1,000,000.00 for initial term and renewal options	None	NA	Ambulatory	Award RFP No. 2024-06 to Practice Partners, LLC who will communicate directly with UMC Medicare FFS patients to encourage them to enroll in CCM services that provide assistance managing their chronic conditions between visits. As a standalone service, CCM will offer a more centralized management of these patients’ needs and extensive care coordination among providers for those who: 1) have two or more chronic conditions expected to last at least 12 months, or until the death of the patient; and 2) have a significant risk of death, acute exacerbation or decompensation, or functional decline (“Eligible Patient”). CCM is expected to increase patient access, decrease hospital admissions and readmission rates, improve patient satisfaction and increase outpatient revenue.
12	NRS 332.115(1)(b)	No	Ed Vance & Associates Architects d/b/a EV&A	Amendment	No	The current term of the MSA that this Amendment is to modify is set to expire at the conclusion of February 27, 2025 unless UMC exercises any of its four, one-year, options to extend.	30 days for convenience; Budget Act/Fiscal Fund Out	Base Agreement: \$495,000 First Amendment: \$3,505,000 Aggregate Total: \$4,000,000	N/A	N/A	Facilities / Plant Ops	<p>This request is for UMC to enter into an Amendment to increase the not-to-exceed (“NTE”) amount, in aggregate, to \$4,000,000 for the previously approved Master Service Agreement for Architectural Design and Documentation Services.</p> <p>Following previous Governing Board approval, UMC entered into the MSA with EV&A to provide architectural and documentation services. This allowed, and continues to allow for, a significant reduction in turnaround times for procurement of such services, as needed, for UMC projects.</p> <p>With the current NTE amount set to be fully exhausted, it is necessary to increase the authorized total. Accordingly, this Amendment increases the NTE amount to the aggregate total of \$4,000,000.</p>
13	NRS 332.115(1)(b)	No	Med-Smart, Inc.	New Contract	N/A	2 Years	Termination for Convenience (15 Days)	NTE \$600,000.00	N/A	None	Radiology	Staff request Board approval for Staffing Services. There is a current shortage of general Radiology Technologists and it's causing hiring issues for UMC. We need to utilize, as needed, a local staffing company for spot scheduling for all modalities with Radiology and some Cardiology shifts.
14	NRS 332.115(1)(h)	No	Structured Communication Systems, Inc.	New Contract	N/A	3 Years	Budget Act and Fiscal Fund Out	\$946,500	N/A	None	IS-UMC	This request is to execute the Quote with Structured Communication System, Inc. (“Structured”) for the Tanium endpoint management system. This system provides the capability for multiple IT teams to efficiently manage and secure computers, maintain and update software, and troubleshoot and resolve technology issues. UMC will compensate Structured \$946,500 for three (3) years.
15	NRS 332.115(1)(h)	No	UKG Kronos Systems LLC	New Contract	N/A	3 Years	60 days prior to the expiration of the then current Term	\$1,738,980	N/A	None	IS-UMC	This request is to execute the Order Form with UKG to transition to the UKG Dimensions Pro Workforce Management Software, which offers improved and expanded workforce management capabilities including time collection and reporting, staff scheduling, leave management, advanced analytics and productivity. UMC will compensate UKG \$1,738,980.00 for thirty-six (36) months from the billing start date unless terminated with a 60-day written notice prior to the expiration of the initial term or renewal term.
16	RFP 2024-04	No	Fundamental Behavioral Health Services, LLC d/b/a Nevada Behavioral Health Systems	New Contract	N/A	3 Years, with Two (1)-Year Options	180 days w/o cause	Base Agreement NTE \$25,559,900	None	Savings through Contract negotiations Est. \$235,543 annually	Crisis Stabilization Center	Award RFP No. 2024-04 to NBH who will provide Mental/Behavioral Health clinical and managerial services, on behalf of UMC, at the Crisis Stabilization Center located at 5409 E. Lake Mead Blvd. NBH will provide 24/7 outpatient behavioral/mental health services, which includes substance use disorders, for the treatment of adult patients. The overall intent is to try to avoid inpatient hospitalization if stabilization can be achieved in less than 24 hours. NBH will comply with NRS 449.0915 and its components, and has the personnel and resources necessary to provide the services.

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

Issue: Letter of Extension with Aetna Health, Inc.	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Letter of Extension with Aetna Health, Inc.; or take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) - Insurance
Term: 7/1/2024 – 12/31/2024
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. Lastly, Amendment 007 effective January 1, 2024, updated Rate Schedules.

This request is to approve the Letter of Extension which will extend the Transplant Services schedule of the agreement through December 31, 2024.

UMC’s Director of Managed Care has reviewed and recommends approval of this Letter of Extension. This extension letter 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
August 21, 2024

Agenda Item #

7



1425 Union Meeting Road, U2GN
Blue Bell, PA 19422

July 31, 2024

Kimberly Carroll, MBA
Director Managed Care
University Medical Center of Southern Nevada
1800 West Charleston Blvd.
Las Vegas, Nevada 89102

Dear Ms. Carroll:

The purpose of this correspondence is to extend the term of the Amendment 005 to the Hospital Services Agreement ("Amendment") originally effective June 1, 2021, for Transplant Services, by and between Aetna Health Inc ("Company"), a Pennsylvania corporation and University Medical Center of Southern Nevada ("Hospital").

In this letter of extension dated July 31, 2024, Company and Hospital agree to extend the term of the Transplant Amendment under its existing terms and conditions through 11:59 p.m. on **December 31, 2024.** For the avoidance of doubt, the Hospital Services Agreement between the parties remains in effect through December 31, 2026.

My signature below constitutes Company's agreement in the manner described above.

Sincerely,

A handwritten signature in black ink that reads "Mike Esper".

Mike Esper
Director, IOE Network Management

cc: Mary Foote, Region Network Operations Head, Aetna, Inc.

Please sign below confirming Hospital's agreement in the manner described above.

University Medical Center of Southern Nevada

Signature: _____

Print Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 0* <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>						
Corporate/Business Entity Name:		Aetna Health Inc. (a Pennsylvania corporation)				
(Include d.b.a., if applicable)		N/A				
Street Address:		151 Farmington Avenue, RT21		Website: www.aetna.com		
City, State and Zip Code:		Hartford, CT 06156		POC Name: Seres Sosnowski-Abueg Email: Sosnowskisd@aetna.com		
Telephone No:		800-872-3862		Fax No: 860-262-7767		
Nevada Local Street Address: (If different from above)		1140 N. Town Center Drive, Suite 190		Website: www.aetna.com		
City, State and Zip Code:		Las Vegas, NV 89144		Local Fax No: 702-515-3150		
Local Telephone No:		702-515-3100		Local POC Name: Seres Sosnowski-Abueg Email: Sosnowskisd@aetna.com		

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

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

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

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

	John Wagner
Signature	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)

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Ratification of First Amendment to the Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the First Amendment to Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc.; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Through October 31, 2024
Amount: Revenue based on volume
Out Clause: 180 days w/o cause

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

BACKGROUND:

Since August 1, 2021, UMC has had a Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. (collectively called “Health Plan”), for managed care services (the “Agreement”). This First Amendment to the Agreement provides an extension of the Term through October 31, 2024. Ratification was necessary as the Agreement term date was July 31, 2024 and the Amendment needed to be signed prior to its expiration to ensure UMC receives reimbursement of services provided.

UMC’s Managed Care Director has reviewed and recommends ratification 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
August 21, 2024

Agenda Item #

8

HEALTH PLAN OF NEVADA, INC.
SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.
FIRST AMENDMENT TO HOSPITAL SERVICES AGREEMENT

THIS AMENDMENT is made and entered into by and between Health Plan of Nevada, Inc., a corporation organized under the laws of the State of Nevada and Sierra Health and Life Insurance Company, Inc., a corporation organized under the laws of the State of Nevada, Sierra Healthcare Options, Inc. a corporation organized under the laws of the State of Nevada (SHO) and other future owned or managed companies (hereinafter, collectively referred to as "HEALTH PLAN") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL").

RECITALS

WHEREAS, pursuant to a Hospital Services Agreement with an effective date of August 1, 2021 by and between HOSPITAL and HEALTH PLAN ("Agreement"), HOSPITAL has agreed to provide certain services for Members/Subscribers of HEALTH PLAN in exchange for certain described compensation.

WHEREAS, HOSPITAL and HEALTH PLAN have agreed to amend the Agreement to specify terms and conditions of HOSPITAL's provision of services rendered to Members or Subscribers.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, HEALTH PLAN and HOSPITAL agree that the Agreement is amended as follows:

I. ARTICLE V. TERM AND TERMINATION, Paragraph A. Term shall be deleted in its entirety and replaced with the following:

"A. Term. This Agreement shall be in effect until 11:59 pm on October 31, 2024. Both parties agree to work together in good faith to negotiate new terms with an effective date of November 1, 2024.

All other terms and conditions of the agreement as amended shall remain in full force and effect.

HEALTH PLAN

By: 
Signature

Name: Jean McFarlane, Vice President
Please Print

Date: 07/31/2024

HOSPITAL

By: 
Signature

Name: Mason Van Houweling, CEO
Please Print

Date: 7/31/2024

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 1,300						
Corporate/Business Entity Name:		Health Plan of Nevada				
(Include d.b.a., if applicable)						
Street Address:		2720 N. Tenaya Way			Website:	
City, State and Zip Code:		Las Vegas, NV 89128			POC Name:	
					Email:	
Telephone No:		702-242-7188			Fax No:	
Nevada Local Street Address:					Website:	
(If different from above)						
City, State and Zip Code:					Local Fax No:	
Local Telephone No:					Local POC Name:	
					Email:	

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

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

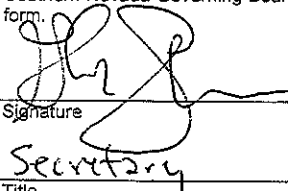
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Health Plan of Nevada	a Nevada Corporation	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 Secretary Title	Glen Stevens Print Name July 20, 2021 Date
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue:	Amendment to the Hospital Agreement with Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment to the Hospital Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: September 1, 2024 through September 1, 2027
Amount: Revenue based on volume
Out Clause: 120 days w/o cause

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

BACKGROUND:

UMC entered into a Hospital Agreement dated September 1, 2021 (“Agreement”) with Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc. (“Hometown Health”) to provide health care services to Hometown Health enrollees.

This request is to approve an Amendment to the Agreement to extend the current expiration date to September 1, 2027. The Amendment also provides updates to the Reimbursement Terms exhibits, Medicare Advantage and Medicaid Participation Addendum, and the Section III (A.) Compensation and Billing language.

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
August 21, 2024

Agenda Item #

9

AMENDMENT TO THE HOSPITAL AGREEMENT

BETWEEN

HOMETOWN HEALTH PLAN, INC.

HOMETOWN HEALTH PROVIDERS INSURANCE COMPANY, INC.

AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

THIS AMENDMENT TO THE HOSPITAL AGREEMENT is entered into by and between Hometown Health Plan, Inc., Hometown Health Providers Insurance Company, Inc. (hereinafter sometimes referred to severally as “HOMETOWN”) and University Medical Center of Southern Nevada, a county-owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, (hereinafter referred to as “HOSPITAL”) and shall be effective on September 01, 2024.

WHEREAS HOMETOWN and HOSPITAL entered into a Hospital Agreement (the “Agreement”), effective **September 01, 2021**, pursuant to which HOSPITAL became obligated to provide certain health care services to enrollees of HOMETOWN; and

WHEREAS, HOMETOWN and HOSPITAL desire to amend the terms of the Agreement, pursuant to Section V Miscellaneous Provisions, Sub-Section F.

NOW THEREFORE, in consideration of the premises and provisions stated in the Agreement and herein, which is hereby acknowledged, the Agreement is amended as follows:

1. The Agreement shall be extended for an additional three (3) year term from the effective date of this Amendment, September 01, 2024 and ending on September 1, 2027 at 11:59pm unless terminated in accordance with Section IV, Sub-Section C.
2. EXHIBIT II Reimbursement Terms is hereby deleted and replaced with the attached EXHIBIT C-1 Reimbursement Terms.
3. Exhibit C-2, C-3, Attachment MA-D Medicare Advantage Participation and Medicaid Participation Addendum are hereby included in the Agreement.
4. Section III. GENERAL TERMS AND CONDITIONS, Sub-Section A. Compensation and Billing, 4 a) is hereby deleted in its entirety and replaced with the below verbiage:
 4. For any Covered Services which are reimbursed on a fee-for-service basis,

- a) Hospital shall submit claims on the appropriate claim form for all Covered Services within Three Hundred Sixty-Five (365) days of the date those services are rendered. Claims received after this Three Hundred Sixty-Five (365) day period will be denied for payment except as otherwise agreed by HOMETOWN. Hospital shall submit claims to the location described in applicable program requirements. Hospital shall not bill, collect or attempt to collect from Participants for Claims received after the applicable time frames set forth herein regardless of whether Payer pays such Claims. Payment shall be made by Hometown Health Plan, Inc. or Hometown Health Providers Insurance Company, Inc. in accordance with the Nevada Revised Statutes upon receipt of an undisputed, Clean Claim from HOSPITAL. All payments shall be paid pursuant to Hometown Health's standard payment policies.
5. This Amendment shall terminate upon the termination of the Agreements and under the same conditions specified therein.
6. Except as modified by the terms of this Amendment, all terms and provisions of the Agreement, including any previous amendments thereto, shall remain in full force and effect.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, this Amendment by and between Hometown Health and HOSPITAL is executed on the day and year first written below effective on September 1, 2024.

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

HOSPITAL

By: 
8D23D2B7988B422...

By: _____

Printed Name: Bethany Sexton

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Title: Chief Executive Officer

Date Signed: 8/5/2024 | 17:14 PDT

Date Signed: _____

Tax ID: 88-6000436

EXHIBIT C-1

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

EXHIBIT C-2

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

EXHIBIT C-3

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

ATTACHMENT MA-D

[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

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Hometown Health Providers Insurance Company, Inc. Hometown Health Plan, Inc.						
(Include d.b.a., if applicable) OneHealth						
Street Address:			Website: Hometownhealth.com			
City, State and Zip Code:			POC Name: Danae Lear			
			Email: Dlear@hometownhealth.com			
Telephone No:			Fax No: 775-982-3751			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

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

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

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

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

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

DocuSigned by:

David Hansen

Signature

David Hansen

Print Name

8/17/2021 | 18:32 PDT

Date

CEO Hometown Health

Title

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

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

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 90 days
Amount: Revenue based on volume
Out Clause: 120 business days w/o cause

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

BACKGROUND:

This request is to enter into a Letter of Agreement (“LOA”) with Hometown Health Plan, Inc., and Hometown Health Providers Insurance Company, Inc. (“Hometown”) to establish a new reimbursement rate as payment for UMC Emergency Medicine Professional Services and Hospitalist Professional Services. This Letter of Agreement is effective from July 1, 2024 through September 29, 2024, a period of 90 days.

UMC’s Director of Managed Care has reviewed and recommends approval of this LOA. This LOA 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
August 21, 2024

Agenda Item #

10

LETTER OF AGREEMENT

This Letter of Agreement between Hometown Health Plan, Inc., and Hometown Health Providers Insurance Company, Inc. on behalf of itself and its affiliates (“**Payor**”) and University Medical Center of Southern Nevada (“**Facility**”) is entered into as of the date signed by the parties below and is intended to confirm the negotiated arrangement between the parties regarding payment for professional services.

Payor and Facility hereby agrees as follows:

1. Payor will reimburse Facility [REDACTED] as payment for Emergency Medicine Professional Services and Hospitalist Professional Services.
2. Claims shall be processed in accordance with Payor’s payment policy guidelines. Payor allows 365 days from the date of service to submit a claim for payment. If billed charges are less than the amount stated herein, reimbursement will be made at billed charges. Applicable member copayments, deductibles and/or coinsurance shall be deducted from the amount Payor reimburses. Provider agrees to adhere to the Hometown Health Administrative Guidelines and Requirements.
3. Payor shall process the claim within thirty (30) days of receipt of a clean claim.
4. Facility agrees to look only to Payor for compensation for the medically necessary prior authorized covered services except for applicable copayment, coinsurance, deductible charges, and/or disallowed charges and agrees to hold harmless the insured from responsibility for payment of any balance between Facility and the agreed upon contracted amount stated in section 1 above.
5. This Agreement is effective July 1, 2024 and will remain in effect for ninety (90) days or until the existing contract is amended to add Emergency Medicine and Hospitalist services, whichever is sooner, and supersedes any and all prior agreements between the parties that conflict with the terms contained herein.

[Signatures appear on the following page.]

IN WITNESS THEREOF, the undersigned parties, intending to be legally bound, have executed this Letter of Agreement by these duly authorized officers:

Hometown Health:

By: DocuSigned by:

4BB8A86966704CE...

Title:

Chief Medical Officer

Date: 8/2/2024 | 13:06 PDT

**University Medical Center of Southern Nevada
TIN: 886000436**

By:

Mason Van Houweling
Title:
Chief Executive Officer

Date:

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Hometown Health Providers Insurance Company, Inc. Hometown Health Plan, Inc.						
(Include d.b.a., if applicable) OneHealth						
Street Address:			Website: Hometownhealth.com			
City, State and Zip Code:			POC Name: Danae Lear			
			Email: Dlear@hometownhealth.com			
Telephone No:			Fax No: 775-982-3751			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

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

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

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

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

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

DocuSigned by:

David Hansen

Signature

David Hansen

Print Name

8/17/2021 | 18:32 PDT

Date

CEO Hometown Health

Title

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Award RFP No. 2024-06 Comprehensive Care Management Services to Practice Partners, LLC	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the RFP 2024-06 Comprehensive Care Management Services to Practice Partners, LLC; approve the RFP 2024-06 Service Agreement; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000861500	Funded Pgm/Grant: N/A
Description: Comprehensive Care Management Services	
Bid/RFP/CBE: RFP No. 2024-06	
Term: Three (3) years with Two (2) one-year options to extend	
Amount: Estimated total contract value is NTE \$1,000,000.00	
Out Clause: 90 days w/o cause	

BACKGROUND:

On May 15, 2024 UMC published Request for Proposal (RFP) No. 2024-06 in the Las Vegas Review Journal and issued the solicitation for Comprehensive Care Management Services (CCM) in the county prescribed system Nevada Government eMarketplace (NGEM). The RFP closed on June 13, 2024 and received one (1) proposal.

An ad hoc committee reviewed the submitted proposal independently and anonymously, and recommends the selection of, and contract approval with Practice Partners, LLC.

Practice Partners will communicate directly with UMC Medicare FFS patients to encourage them to enroll in CCM services that provide assistance managing their chronic conditions between visits. As a standalone service, CCM will offer a more centralized management of these patients' needs and extensive care coordination among providers for those who: 1) have two or more chronic conditions expected to last at least 12 months, or until the death of the patient; and 2) have a significant risk of death, acute exacerbation or decompensation, or functional decline ("Eligible Patient").

CCM is expected to increase patient access, decrease hospital admissions and readmission rates, improve patient satisfaction and increase outpatient revenue. Practice Partners LLC will offer the following services:

Cleared for Agenda
August 21, 2024

Agenda Item #

11

- **Comprehensive Health Risk Assessment or Comprehensive Wellness Assessment or Commercial Health Assessment**
- **Compliance with the HRA, CMS Annual Wellness Visit and CMS Chronic Care Management, Behavioral Health Integration, Telehealth Visits, Virtual Check-Ins, E-Visits and Remote Patient Monitoring Regulations.**
- **Informed Consent to Services**
- **Inserting a Practice Partners Representative**
- **Clinical Care Team Training and Management**
- **Care Management.**
- **Development of Comprehensive Patient-Centered Care Plan**
- **Patient Education on HIPAA Regulations**
- **Face-to-Face and Non-Face-to-Face Visit Education**
- **Transition Management**
- **Continuity of Care**

Staff has negotiated the proposed Agreement and fees associated, and found them equitable for the work to be performed.

UMC's Executive Director of Ambulatory Care has reviewed and recommends award to Practice Partners, LLC and approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Comprehensive Care Consulting Agreement

This Agreement ("Agreement") is made and entered into as of the date of last signature set forth below ("the Effective Date"), by and between Practice Partners, LLC (here- in-after referred to as "Practice Partners" or "Company") their principal operational office address at 8475 N Government Way, suite 202, Hayden , Idaho 83835 and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having an address at 1800 W. Charleston Blvd., Las Vegas, NV 89102 (here-in-after referred to as "Hospital").

RECITALS:

WHEREAS, Practice Partners provides patient population care management business through preventive, wellness, screenings, and better outcome solutions. Practice Partners employs or contracts with Hospitals, non-Provider, QHP, practitioners, clinical staff, and other auxiliary personnel (collectively, "Staff") to provide patient-centered/patient population care management services as described in the Centers for Medicare and Medicaid Services (CMS) 2019/2020 Hospital Fee Schedule (including any revisions or successor regulations, the "CMS Annual Wellness Visit, CMS Chronic Care Management Regulations and Commercial/Private Pay Entities for Comprehensive Wellness Assessments etc., Remote Patient Monitoring and Behavioral Health Integration") and any waived regulations due to COVID-19'

WHEREAS, HOSPITAL is an entity that lawfully employs or contracts with duly qualified health professionals, licensed to practice medicine under the laws of the State of Nevada;

WHEREAS, Practice Partners has the necessary skills, knowledge, expertise and experience to assist HOSPITAL in the setup of a Comprehensive Care Platform; and

WHEREAS, Practice Partners has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement

NOW THEREFORE, it is mutually agreed as follows:

OBLIGATIONS OF PRACTICE PARTNERS

A. Services.

Practice Partners shall provide chronic care management services for and on behalf of the Hospital to the Hospital's patients in accordance with the CMS Chronic Care Management Regulations, and all other CMS programs and the terms of this Agreement (including those duties listed on **Exhibit A**, (the "Services"). Practice Partners will perform the Services through employed and contracted Staff, via on site, internet, or through other approved telemedicine communications, or in any other manner permitted by CCM regulations. In rendering the Services hereunder, Practice Partners will be subject to compliance with the Hospital's usual rules and regulations applicable to persons who provide healthcare services to the Hospital's patients. As part of the Services, Practice Partners understands and agrees:

- (a) to document accurately and truthfully for reimbursement for all professional services provided by Practice Partners to support the proper billing for the Services,
- (b) to prepare promptly written records and reports relating to the Services rendered by Practice Partners in a thorough, complete, and professional manner and otherwise as reasonably requested and required by the Provider/Client, and
- (c) to comply with all federal and State laws and regulations relating to the Services, including compliance with the AWW, CCM, BHI and RPM Regulations, all self-referral, fraud and abuse laws, the HIPAA Rules and HITECH Act, and State privacy laws,
- (d) to abide by the relevant compliance policies of Hospital, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to Practice Partners upon request, and Hospital's Vaccine Policy, as may be amended from time to time, and must register through Hospital's vendor management/credentialing system prior to arriving on-site at any of Hospital's facilities. Practice Partners' employees, agents, subcontractors and/or designees who do not abide by Hospital's policies may be barred from physical access to Hospital's premises.

B. Time Requirements.

Practice Partners agrees to make staff available as necessary to perform Services as required by the CCM regulations and as reasonably scheduled by the Hospital.

C. Patient Records.

All medical records related to the Services provided under this Agreement for the Hospital's patients will be the property and responsibility solely of the Provider/Client, which will be the records owner for all purposes of applicable local, state, federal statutes, laws and regulations. Practice Partners will retain a copy of all such records that it received, relied upon, or prepared in performing the Services. In addition, Practice Partners may, with respect to de-identified records, aggregate, compile, and analyze the records received, relied upon, or created by Practice Partners, and may retain and use such aggregated and analyzed data for whatever business purposes it chooses.

D. Consulting.

Practice Partners will be responsible for all consultation, staff education, patient education, implementation, product ordering, product knowledge, paper processes and clinic management that are related to the Services.

E. Questionable Claims.

Practice Partners reserves the right to refuse to submit any unlawful or unethical claims with private insurance carrier or Medicare on behalf of Hospital.

OBLIGATIONS OF HOSPITAL

A. Patient information. The Hospital will provide enough information to the Practice Partners Care Team (including known changes in patient status) for Practice Partners to confirm eligibility of the Hospital's patients for AWW, CCM, BHI and RPM services.

B. Patient Fees; Billing and Collection. All revenues, which result from the Services of Practice Partners that fit the scope of the Hospital's practice, will be the benefit of, and are the sole property of, the Hospital, subject to payment of Practice Partner's fees as provided for in Exhibit B. Practice Partners hereby assigns and sets over to the Hospital its and each its Staff's right to bill (and receive payment from) patients, insurance companies, Medicare, Medicaid, and any government health care benefit program for the Services performed. Practice Partner agrees to cooperate with the completion of all documentation necessary to assign all professional fee billings arising out of the Services to Hospital.

C. Supervision of Staff. As appropriate under the CMS Regulations and Guidelines and as reasonably requested by Practice Partners, the Hospital will provide generalized supervision of the Staff in connection with all Services. Practice Partners is solely responsible for compensating the Staff of Practice Partners.

D. Patient Information.

Hospital will provide enough information to Practice Partners (including known changes in patient status) for Practice Partners to confirm eligibility of the Hospital's patients for CMS services.

E. Data and Records.

Hospital shall provide all required data, charts, patient files and information to allow Practice Partners to provide the Services. Practice Partners and Hospital covenants and warrants to protect the confidentiality and privacy of records, files, billing forms, documents, and other information of Hospital upon termination of this agreement by either party. All billing parties are consulted and trained by Practice Partners.

COMPENSATION FOR SERVICES

A. As compensation for the Services, the Hospital will pay to Practice Partners the amounts set forth on **Exhibit B**.

B. Flat Fees/Payment for Services.

Upon receipt of the Practice Partners invoice, the Hospital will pay the amount due as set forth on each invoice within 45 days of submission of the invoice (due date). Termination for non-payment will take place 45 days after the due date.

C. Independent Consultant Status.

Notwithstanding any provision contained in this Agreement to the contrary, it is understood and agreed that Practice Partners is an independent consultant with respect to the Hospital. Nothing in this Agreement is intended nor will be construed to create an employer-employee, joint venture, partnership, association, ownership or other business affiliation or relationship between the Hospital Practice Partners. The Hospital will not withhold or pay, and Practice Partners will be solely responsible for any income, social security, unemployment, and worker's compensation taxes with respect to any amounts paid to the Company hereunder. Neither party intends to integrate the other party in its organizational structure. Neither party will have any authority, express or implied, as an officer of other party, to act for the other party, to incur, assume, or create any obligation or liability on behalf of the other party, to make any

representations or warranties concerning the other party, or to bind the other party in any manner whatsoever.

TERM

A. The term of this contract is based on a three (3) year period from the Effective Date, with two (2) 1-year options to extend the agreement exercisable upon mutual written agreement, subject to the terms of the Termination section provided herein.

B. Termination.

Either party to this Agreement may terminate the Agreement at any time upon ninety (90) days prior written notice to the other party. Either party may terminate this Agreement if the other party commits a material breach and fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching party. This Agreement will automatically terminate in the event that either party becomes insolvent, admits its inability to pay its debts in writing, or ceases to carry on its business.

C. 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 Hospital for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

D. Effects of Termination.

Upon termination of this Agreement,

- (a) Practice Partners will assist the care team in notifying the patients that have received the Services, as appropriate.
- (b) Practice Partners will assist the care team in completing any incomplete patient records.
- (c) Hospital will pay all amounts due to Practice Partners and incurred up to the date of termination.
- (d) The terminating party covenants or warrants returning all records, documents, etc. to the other party.

REPRESENTATIONS, WARRANTIES, AND COVENANTS.

(a) Licensure; Good Standing.

- (i) The parties will comply with all applicable State Licensure and CCM regulations and are legally capable of performing their duties and obligations as required by this Agreement.
- (ii) No party has or will employ or contract with any individual or entity which has been excluded (or been threatened exclusion) from participation in any Federal or State Health care program, and no party and no employee or contractor of a party will be excluded during the term of this Agreement.

(b) No Restrictions. No party is, or will be, subject to any health, legal, contractual, or other restrictions that interfere or conflict with the performance of a party performing the party's duties and obligations as required in the Agreement (including the Services).

(c) Non-Excluded Healthcare Provider. Practice Partners represents and warrants to Hospital that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. Practice Partners represents and warrants to Hospital that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Practice Partners or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

(d) Disclosure of Certain Occurrences. Each party will disclose to the other, immediately in writing, any of the following matters that occur, are pending, or threatened with respect to the disclosing party (including a party's employees and contractors):

- (iii) Any event that would constitute or is likely to constitute a breach of any representation, warranty, or covenant in this Agreement (including any exclusion from participation in any Federal, State, or commercial healthcare program or plan).
- (iv) Any malpractice claim, suit, settlement, judgment, verdict, or decree, any professional disciplinary, peer review, or investigation, proceeding, or action instituted by any licensure board, hospital, health care facility, professional society, third party payer, peer review or professional review committee, or governmental agency; and
- (v) Any investigation or proceeding relating to an allegation of Fraud and Abuse Laws

concerning False Claim Act (FCA), Anti-Kickback Statute (AKS), The Physician Self- Referral Law (Stark law), Safe Harbor Regulations, Exclusion Authorities and Civil Monetary Penalties Law (CMPL) or engaging in other professional or billing impropriety.

INDEMNIFICATION.

To the extent not reimbursed by insurance, Practice Partners agrees to indemnify and hold harmless Hospital, its members, managers, directors, officers, owners, agents and employees, from any and all third-party liability, losses, claims, damages, costs, causes of action, judgments, or settlements, including reasonable attorneys' fees, at all levels of trial and appeal, to the extent caused by the indemnifying party's breach of the terms of this Agreement.

To the extent authorized by Nevada law, Hospital agrees to indemnify and hold harmless Practice Partners, its members, managers, directors, officers, owners, agents and employees, from any and all third-party liability, losses, claims. Damages, costs, causes of action, judgments, or settlements, including reasonable attorney's fees, at all levels of trial and appeal, to the extent caused by the indemnifying party's breach of the terms of this Agreement.

SEVERABILITY.

If any provisions of this Agreement are deemed to be unenforceable, illegal, contrary to public policy or null and void, the reminder provisions of the Agreement remain in full force and effect.

INDEPENDENT CONTRACTOR STATUS.

Notwithstanding any provision contained in this Agreement to the contrary, it is understood and agreed that Practice Partners is an independent contractor with respect to the Hospital. Nothing in this Agreement is intended nor will be construed to create an employer-employee, joint venture, partnership, association, or other business affiliation or relationship between the Hospital and Practice Partners. The Hospital will not withhold or pay, and Practice Partners will be solely responsible for, any income, social security, unemployment, and worker's compensation taxes with respect to any amounts paid to Practice Partners hereunder. Neither party intends to integrate the other party in its organizational structure. Neither party will have any authority, express or implied, as an officer of other party, to make any representations or warranties concerning the other party, or to bind the other party in any manner whatsoever.

RESTRICTIVE COVENANTS.

(a) Confidentiality. The parties acknowledge that, by virtue of this Agreement, each will have access to or will become acquainted with proprietary information relating to the operation of the other's business, including, without limitation, financial data, methods of operation, access to EMR's and operating platforms, price lists, marketing plans, names and patient records of patients, employee information, and contracts or agreements with other persons or entities. Each party acknowledges that the other party would suffer irreparable harm if any of such party's proprietary information were disclosed to any persons who might use such proprietary information to compete with such other party. Accordingly, each party agrees not to disclose any proprietary information obtained from the other party to any third person or to circumvent the other party's third party business relationships by contracting directly with such third party thereby circumventing the other party's third-party business relationship.

Notwithstanding the foregoing, Practice Partners acknowledges that Hospital is a public county-owned hospital which is subject to the provisions of the Nevada Public Records At, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Hospital receives a demand for the disclosure of any information related to the Agreement which Practice Partners has claimed to be confidential and proprietary, Hospital will immediately notify Practice Partners of such demand and Practice Partners shall immediately notify Hospitals intention to see injunctive relief in a Nevada court for protective order. Practice Partners shall indemnify, defend and hold harmless Hospital from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Practice Partners documents in Hospitals custody and control in which Practice Partners claims to be confidential and proprietary.

(b) Injunction. The parties acknowledge and agree that any violation of Section "Restrictive Covenants" will cause the other party irreparable harm and damage and parties further acknowledge and agree that damages at law will be an insufficient remedy to the injured party. Accordingly, it is agreed that each party will be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provision of this Section "Restrictive Covenants", which injunctive relief will be in addition to any other rights or remedies available to a party.

MISCELLANEOUS.

(a) Notices. Unless otherwise provided herein, all notices and other communications required or permitted hereunder will be in writing and will be delivered

(i) in person,

(ii) by means of registered or certified mail, return receipt requested, postage prepaid, or (iii) by any nationally utilized overnight delivery service.

TO HOSPITAL: University Medical Center of Southern Nevada
Attn: Legal Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO PRACTICE PARTNERS: Practice Partners, LLC
Attn: Allan Brandvein
13789 N Orca Trail
Hayden Lake, ID 83835

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

(c) Invalid Provision. Whenever possible, each provision of this Agreement will be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of other provisions of this Agreement or the application of that provision to a person or circumstance with respect to which it is valid and enforceable.

(d) Binding Effect. This Agreement is binding upon and inures to the benefit of Practice Partners, its representatives, successors and permitted assigns, and to Provider/Client, its representatives, successors and permitted assigns.

(e) No Assignment. Neither party may assign the its's rights or obligations under this Agreement without the express written consent of the other, which consent will not be unreasonably withheld.

(f) Entire Agreement; Amendments. This Agreement, including the Exhibits, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning such subject matter. This Agreement may not be modified or amended except by a writing executed by all the parties hereto.

(g) Modification; Waiver. No change of modification of this Agreement or any release or waiver of any of the provisions hereof shall be valid unless it is in writing and signed by all parties hereto.

(h) Headings. The headings used herein are used solely for convenience. They are not to be used in construing or interpreting the Agreement.

(i)

(j) Interpretation. The terms that are defined in this Agreement may be used in the singular or the plural, as the context requires. Any reference to the masculine, feminine, or neutral gender will be deemed to include each other gender, as the context requires. When a reference is made in this Agreement to a section, subsection, paragraph or clause, such reference will be deemed to be to this Agreement unless otherwise indicated. The Section, Subsection, and other headings are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," and "including" are used in this Agreement, they will be deemed to be followed by the words, "without limitation."

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which together will constitute a single agreement regardless of the dates on which such counterparts were executed.

(l) Attorney's Fees. In the event of any dispute over the terms of this Agreement of their enforcement, the prevailing party will have its reasonable attorneys' fees add costs (whether before trial, during trial, on appeal, or otherwise) paid by the other party.

(m) Public Law. In compliance with 42 USC 1935x (v)(1)(I), for a period of four (4) years after the furnishing of the goods, services, and/or equipment covered by the Agreement, Practice Partners or any subcontractor of Practice Partners under the Agreement agree to make available to the Secretary of Health and Human Services, books, documents, and records which relate to the cost of the items provided under the Agreement. This Public Law affects those Vendors who anticipate annual purchases to be \$10,000.00 or more.

(n) Protected Health Information: Practice Partners acknowledges that Hospital is a "covered entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as such, must take certain actions to ensure the confidentiality of information of its patients. Accordingly, Practice Partners agrees that it shall not access, and no Practice Partners' employee or agent shall attempt to gain access to, any protected health information (PHI), as that term is defined under HIPAA, through Practice Partners' provision of goods or services to Hospital. In the event that Practice Partners does gain access to PHI or its services are expanded to include access to PHI, Practice Partners agrees to (a) hold such information in strict confidence and agrees not to disclose any PHI for any purpose whatsoever other than expressly required by law or which may be permitted by written agreement with Hospital, and (b) execute a Business Associate Agreement (BAA). Practice Partners further agrees to comply with all federal and state laws, rules and regulations regarding confidentiality of PHI as they apply to Practice Partners, including but not limited to, provisions of HIPAA and the final regulations promulgated thereunder.

(o) Publicity. Neither Hospital nor Practice Partners shall cause to be published or disseminated any advertising materials,

either printed or electronically transmitted which identify the other party or its facilities with respect to the Agreement without the prior written consent of the other party.

(p) Prohibition Against Israel Boycott. In accordance with Nevada Revised Statute 332.065, Practice Partners certifies that it is not refused to deal or to conduct business with. Abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

(q) Signatures._

IN WITNESS WHEREOF, by executing this Agreement, each signature represents and warrants that such person has read, understood and is duly authorized to execute this Agreement on behalf of the respective party.

For: University Medical Center of Southern Nevada

Signature: _____

Print: Mason Van Houweling

Date: _____

Title: Chief Executive Officer,

For: Practice Partners LLC.

Signature: Allan Brandvein

Print: Allan G Brandvein

Date: 8/9/2024

Title: Managing Member

Exhibit A Duties of Practice Partners, LLC

Practice Partners directly or through supervision of its employed or contracted staff, will perform the following:

Comprehensive Health Risk Assessment or Comprehensive Wellness Assessment or Commercial Health Assessment.

It improves high-risk patient identification and the ability to engage patients in disease and care management programs and preventive care initiatives.

It relies on complete and accurate annual documentation and coding of all conditions, including severity assessment, treatment, and care plans.

Compliance with the HRA, CMS Annual Wellness Visit and CMS Chronic Care Management, Behavioral Health Integration, Telehealth Visits, Virtual Check-Ins, E-Visits and Remote Patient Monitoring Regulations.

Practice Partners will advise and assist Hospital:

- (i) in identifying patients who are eligible Chronic Care Management Services, and
- (ii) in complying with the CCM regulations.

Informed Consent to Services.

Practice Partners will obtain and document the patient's informed consent for the scope and cost of all services. During the consent process, Practice Partners will inform the patient of the ability to cancel the services and obtain authorization to electronically communicate with the patient's other treating Provider.

Clinical Care Team Training and Management. Practice Partners will train and manage the entire program through the Hospital's care team. Practice Partners will issue all rights to software so that the on-site care team can manage the patient population.

Care Management.

Practice Partners will help with the assessment of the patient's medical, functional, and psychosocial needs, perform medication reconciliation with review of adherence and the patient's medication self-management.

Care Plan.

Practice Partners will develop a comprehensive patient-centered care plan based on a physical, mental, cognitive, psychosocial, functional and environmental (re) assessment and an inventory of resources and supports; congruent with patient choices and values; provided to the patient in written or electronic form; and documented in the medial record.

HIPAA.

Practice Partners will educate all patients on the HIPAA Regulations, rights, permitted usage and disclosures, amendments and will get the patients to sign or verbally agree to HIPPA Consent. All documents will be placed in the patient's chart.

Face-to-Face.

Practice Partners educates all patients on the reasons for the face-to-face and non-face-to-face visits and will assist the patient with signing the face-to-face form. All documents will be placed in the patient's chart.

Transition Management.

Practice Partners will assist with the patient's transition management between and among health care settings, including referrals to other clinicians, and assisting with making follow-up appointments after a visit to the emergency department after discharges from hospitals, skilled nursing facilities, or other health care facilities. Practice Partners will facilitate communication of relevant patient information through electronic exchange of a summary care record with other healthcare providers regarding these transitions.

Continuity of Care.

Practice Partners will be reasonably available (and cooperate with Hospital) to facilitate routine appointment booking and providing reminders to facilitate successive routine appointments with Staff or with other appropriate caregivers through Practice Partners or otherwise.

The Duties of Practice Partners listed above may or may not include all the scope of Service Elements. The Hospital will make arrangements for each additional scope of service element as requested by the patient.

Definitions and Regulations

Chronic Care Management (CCM) - is **defined** as the non-face-to-face services provided to Medicare beneficiaries who have multiple (two or more), significant **chronic** conditions.

Qualified Health Professional (QHP) - A qualified healthcare professional is an individual who is qualified by education, training, licensure/regulation (when applicable) and facility privileging (when applicable) who performs a professional service within his/her scope of practice and independently reports that professional service. Possible QHPs — depending on state scope of practice, licensing, and the Centers for Medicare & Medicaid Services' (CMS), or other payers', guidelines are:

- Nurse practitioner (NP)
- Certified nurse specialist (CNS)
- Physician assistant (PA)
- Certified nurse mid-wife (CNM)
- Certified registered nurse anesthetist (CRNA)
- Clinical social worker (CSW)
- Physical therapist (PT)

Clinical Criteria - Clinical criteria include, but are not limited to, the existence of two or more conditions of chronic respiratory disorders, major depressive disorders and dementia, coronary artery disease, neurological disorders, congestive heart failure, vascular diseases, chronic kidney disease, diabetes, diabetic manifestations, and complications for which the patient has not seen a Provider in the last 13 months.

Exhibit B

Invoice and Flat Rate Fees

1. Invoice. Practice Partners will submit to the Hospital a monthly invoice for services performed during the prior period. The invoice will include a list of the names of the patients who were eligible during the service period and the services performed for each patient. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL shall not provide payment on any invoice Practice Partners submits after six (6) months from the date Practice Partners performs services, provides deliverables, and/or meets milestones.
3. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102, and must include the UMC-generated purchase order number on the invoice.
- 4.

Flat Fees:

The Hospital will pay to Practice Partners the following flat fees:

<u>Service (CPT Code)</u>	<u>Description</u>	<u>Fee</u>
99490	Chronic Care Management (initial 20 minutes)	\$28.00
99439	Chronic Care Management (additional 20-minute intervals)	\$28.00
99487	Complex Chronic Care Management (Initial 60 minutes)	\$64.00
99489	Complex Chronic Care Management (additional 30-minute intervals)	\$33.00
99426	Principal Care Management (initial 30 minutes)	\$33.00
99427	Principal Care Management (add'l 30-minute intervals)	\$33.00

Business Associate Agreement

This Agreement is made effective as of date of last signature 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 **Practice Partners, LLC having their principal operational office address at 8475 N Government Way, suite 202, Hayden, ID 83835** hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

I. DEFINITIONS

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

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

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

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules:

Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

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

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made

available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
 - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
 - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
 - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
 - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
 - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
 - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

- (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, provide a written certification to Covered Entity that such information has been returned or destroyed, and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:

By: _____

Mason Van Houweling

Title: CEO

Date: _____

BUSINESS ASSOCIATE:

By: Allan Brandvein

Name: Allan Brandvein

Title: Managing Member

Date: 8/9/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2024

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 ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

PRODUCER Western Insurance - Jan Jesberger Agency 9212 N Government Way, Suite C Hayden ID 83835		CONTACT NAME: Joe Pfennigs PHONE (A/C, No, Ext): (208) 762-2122 E-MAIL: joe@westerninsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: LLOYDS OF LONDON INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C, No): NAIC # A1122
INSURED Practice Partners LLC 13789 N ORCA TRL HAYDEN ID 83835-7638				

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	Y		GAH-94039-240522	05/22/2024	05/22/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Deductible	\$ 2,500
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			GAH-94039-240522	05/22/2024	05/22/2025	Each Occurrence	\$1,000,000
							General Aggregate	\$3,000,000
							Deductible	\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) University Medical Center of Southern Nevada and its officers and employees are an additional insured per the attached from GHA020b-AI. Project Number: RFP 2024-06 Project Name: Comprehensive Care Management
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CERTIFICATE HOLDER University Medical Center of Southern Nevada C/O Contracts Management 1800 W Charleston Blvd Las Vegas NV 89102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joseph Pfennigs
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This endorsement changes the Policy. Please read it carefully.

BLANKET ADDITIONAL INSURED – GENERAL LIABILITY

DEFINITIONS Item 9. **Insured** is amended with the addition of the following:

J. Any person or entity that the Named **Insured** is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by Section 2 – General Liability of this policy, but only with respect to liability arising out of the Named Insured's operations for said person or entity. The insurance provided shall not exceed the lesser of the coverage and/or limits for Section 2 – General Liability or, the coverage and/or limits required by the said contract or agreement.

All other terms and conditions of this policy remain unchanged


Authorized Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: PRACTICE PARTNERS, LLC						
(Include d.b.a., if applicable)						
Street Address: 8475 N. GOVERNMENT WY			Website: WWW.VECARENEVADA.COM			
City, State and Zip Code: HAYDEN, ID 83835			POC Name: ALLAN BRANDVEIN			
Telephone No: 208-635-0447			Email: ALLAN@MYSRLIFE.COM			
Nevada Local Street Address: (If different from above)			Website:			
City, State and Zip Code: LAS VEGAS, NV 89103			Local Fax No:			
Local Telephone No: 208-635-0447			Local POC Name:			
			Email:			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
ALLAN BRANDVEIN	MANAGING MEMBER	60%
ANNE SWANN	MEMBER	40%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

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

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

Signature

Print Name

Title

Date

MANAGING MEMBER

ALLAN BRANDVEIN

8-9-24

DISCLOSURE OF RELATIONSHIP

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

N/A

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Amendment One to Master Service Agreement for Architectural Design and Documentation Services with Ed Vance & Associates Architects	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment One to Master Service Agreement for Architectural Design and Documentation Services with EV&A; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000848000	Funded Pgm/Grant: N/A
Description: Architectural design and documentation services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services.	
Term: Through February 27, 2025	
Amount: \$3,505,000 Additional Cost	
+ \$495,000 Base Agreement (previously approved)	
\$4,000,000 Aggregate Total	
Out Clause: 30 days for convenience; Budget Act/Fiscal Fund Out	

BACKGROUND:

In February, 2024, the Governing Board approved the Master Service Agreement for Architectural Design and Documentation Services (“Agreement”) with Ed Vance & Associates Architects (“EV&A”). This Agreement allowed, and continues to allow for, a significant reduction in turnaround times for procurement of such services, as needed, for various UMC projects that are performed by EV&A pursuant to task orders. Projects include, but are not limited to, drawings and documentations for hourly space plans for staff relocations, tenant improvements in existing facilities, and stand-alone buildings.

This request is for UMC to enter into an amendment to the Agreement that will increase the not-to-exceed amount, in aggregate, to \$4,000,000. The Agreement may be terminated by UMC at any time, for convenience, upon thirty (30) days’ notice.

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

Cleared for Agenda
August 21, 2024

Agenda Item #

12

**AMENDMENT ONE TO
MASTER SERVICE AGREEMENT FOR ARCHITECTURAL DESIGN
AND DOCUMENTATION SERVICES**

This Amendment One ("Amendment") is effective as of the date of last signature set forth below ("Effective Date"), by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, ("HOSPITAL") and **ED VANCE & ASSOCIATES ARCHITECTS dba EV&A Architects** ("COMPANY").

WITNESSETH:

WHEREAS, the parties entered into a Master Service Agreement for Architectural Design and Documentation Services effective February 28, 2024 (the "Agreement"); and

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

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


1. **Section II: Compensation and Terms of Payment A. Compensation** is amended to include the following: "HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$4,000,000.00 for the Term.
2. **Section XII(B): Task Orders** is amended to include the following: "All Task Orders shall be treated as a part of this Agreement so long as the total amount, in aggregate, does not exceed \$4,000,000.00 for the Term. Individual Task Orders shall not require additional approval from the Chief Executive Officer so long as the total amount, in aggregate, does not exceed \$4,000,000.00 for the Term."
3. Except as expressly amended in this Amendment, the Agreement shall remain in full force and effect.

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

ED VANCE & ASSOCIATES ARCHITECTS

By: _____
Mason Van Houweling
Chief Executive Officer

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

Date: _____

Date: 7/25/2024

**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

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input checked="" type="checkbox"/> Other S-Corp
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 18						
Corporate/Business Entity Name: Ed Vance & Associates, Architects						
(Include d.b.a., if applicable)						
Street Address:		1160 N. Town Center Drive, Suite 170		Website: edvanceassociates.com		
City, State and Zip Code:		Las Vegas, Nevada 89144		POC Name: Kellie Wanbaugh, Vice President Interiors Email: Las Vegas, Nevada 89144		
Telephone No:		702-946-8195		Fax No: 702-946-8196		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Edward Vance	Founder / CEO	59.4 %
Matthew Burns	Executive Vice President	24.75 %
Kellie Wanbaugh	Vice President Interiors	9.9 %

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	Edward Vance, FAIA Print Name
CEO/Founder Title	5/22/2023 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Diagnostic Staffing Service Agreement with Med-Smart, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Diagnostic Staffing Service Agreement with Med-Smart, Inc.; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000714000	Funded Pgm/Grant: N/A
Description: Diagnostic Staffing Agreement for Radiology and Cardiology	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: Two-Year Term	
Amount: \$600,000.00	
Out Clause: Termination for Convenience – 15 Days	

BACKGROUND:

UMC has contracted with Med-Smart, Inc. (“Med-Smart”) since 2004 for staffing services. The most recent agreement terminated in 2023, therefore, this request is to enter into a new Diagnostic Staffing Service Agreement with Med-Smart. There is a current shortage of general Radiology Technologists and this is causing hiring issues for UMC. We need to utilize, as needed, a local staffing company for spot scheduling for all modalities with Radiology and some Cardiology shifts.

UMC will compensate Med-Smart an estimated not-to-exceed amount of \$300,000.00 per year or a not-to-exceed amount of \$600,000.00 for two (2) years from the Effective Date. Staff also requests authorization for the Hospital CEO to execute amendments within the not-to-exceed amount of this agreement.

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

Cleared for Agenda
August 21, 2024

Agenda Item #

13



Diagnostic Staffing Service Agreement

AGREEMENT:

This agreement is entered into as of the date of the last signature below between Med-Smart, Inc. (hereinafter referred to as "MSI"), having its office at 3185 St. Rose Parkway, Suite 330, Henderson, NV 89052, and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Hospital"), located at 1800 W. Charleston Blvd, Las Vegas NV 89102.

WHEREAS, Hospital desires to provide certain Medical Diagnostic services, as outlined in Schedule A, to its patients by way of a contract with MSI,

and

WHEREAS, MSI is in the business, among other things, of providing Medical Diagnostic staffing services, and

WHEREAS, the parties are desirous of entering into an agreement for such purpose;

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. **Term:** This agreement shall be for a term of two (2) years, commencing on the date of the last signature below. This Agreement may be renewed for consecutive additional terms of one (1) year each for a maximum of three (3) additional one (1) year terms, upon mutual written agreement, with such renewal term commencing on the day after the expiration of the then current term.
2. **General Services:** MSI shall provide staffing for medical diagnostic technical services to Hospital for the benefit of the patients as may be requested by the Hospital, and accepted by MSI. The places where such services are to be rendered by MSI are identified on Schedule A, attached hereto ("Services").
3. **Specific Services:** Hospital agrees to use MSI non-exclusively for its medical diagnostic procedures that MSI can perform as indicated by location and modality on attached Schedule A.
4. **Modalities:** The modalities expected to be performed by MSI, and the price for each, are identified on Schedule A.
5. **Equipment:** MSI may provide, if applicable as a part of this Agreement, equipment as identified on Schedule B, attached hereto. Hospital may provide, if applicable equipment for the use of MSI ("Hospital Equipment"). MSI will not under any circumstances be liable for consequential, special, incidental, exemplary, or expectancy damages, downtime, or economic loss arising out of or related to Hospital Equipment.
6. **Personnel:** MSI shall provide all necessary medical diagnostic technical personnel to operate Hospital Equipment. MSI's technologists shall be licensed and/or certified in accordance with federal,

state, and local law, and shall be appropriately trained and experienced so as to provide the Services in a timely and efficient manner consistent with generally accepted professional and technical standards. MSI, its agents and employees, shall be subject to the drug free and smoke free workplace policies of Hospital as well as applicable policies of Hospital governing contracted vendors onsite and/or onboarding processes of Hospital's HR department.

7. **Product Delivered:** The product to be delivered by MSI to Hospital is a clear, readable, and accurate Medical Diagnostic report for the modalities as expressed in Schedule A. Unless otherwise agreed, MSI is not required to provide medical interpretation of its reports, over reading services, duplicate copies, or detailed written interpretation of its Medical Diagnostic report. The product will be delivered to the appropriate contact person at the Hospital. The Hospital location is identified on Schedule A.
8. **Documentation and Medical Records:** MSI shall document each medical diagnostic test in accordance with accepted medical diagnostic testing standards and in conformance with the protocols and policies of the Hospital. All documentation and charting will be completed by the end of the day on which MSI Service is provided.
9. **Confidentiality:** MSI will comply with all federal, state, and local laws. MSI will also comply with the rules and regulations pertaining to the confidentiality of any medical information, which it obtains in providing its services herein. MSI will further comply with the protocols and rules regarding patient confidentiality as may be published by the Hospital and shall not be copied or removed from such facility by MSI employees. MSI, its agents and employees, shall take all reasonable means to protect from unauthorized disclosure the confidential patient information that it receives. MSI is a HIPAA compliant company. MSI acknowledges that Hospital is a public entity subject to the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such its records are public documents available to copying and inspection by the public. If Hospital receives a demand for the disclosure of any information related to this Agreement which MSI has claimed to be confidential and proprietary, Hospital will notify MSI of such demand and MSI shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. MSI shall indemnify, defend and hold harmless Hospital from any claims, actions, or attorneys' fees and costs, demanding the disclosure of MSI document(s) in Hospital's custody and control that MSI claims to be confidential and proprietary.
10. **Force Majeure:** Neither MSI nor Hospital shall be liable for any failure or delay in performing their respective obligations hereunder due to strikes, fire, acts of God, or any other reasons beyond their respective control.
11. **Indemnification:** Intentionally left blank.
12. **No Agency:** MSI is in all respects an independent contractor. Neither MSI nor Hospital is, in any way, a partner, joint venturer or agent of the other, and neither has authority to in any way bind the other without prior written consent.
13. **Exclusive Rights:** During the Term, MSI **shall not** have the sole and exclusive rights to perform the medical diagnostic services outlined herein for Hospital.
14. **Non-Solicitation:** In consideration of this Agreement and the other valuable consideration provided for hereunder, Hospital warrants and covenants that during the Term and for a period of one year thereafter, Hospital shall not, directly or indirectly, for itself or any third party: (a) call on, solicit, induce to leave and/or take away, or attempt to call on, solicit, induce to leave and/or take away, any of the customers of MSI, either for Hospital's own account or for any third party; (b) call on, solicit and/or take away, any potential or prospective customer of MSI, either for Hospital's own account or for any third party; and/or (c) approach or solicit any employee, independent contractor, former employee of MSI, or Hospital Student and/or recent graduate that performed studies under the supervision of MSI (unless such former employee's employment or Hospital Student experience with MSI was terminated at least two (2) years prior to the date that the Hospital seeks to employ or otherwise utilize such individual's services) with a view towards enticing such person to leave the employ or service of MSI, or hire or contract with any employee, independent contractor, or former employee of MSI that performed Services at Hospital under this Agreement, without the prior written consent of MSI, such consent to be within MSI's sole and absolute discretion. Public

advertisements of job openings and subsequent hires from those public advertisements are not a solicitation under the agreement; provided that the hire occurs at least two (2) years after that employee's, independent contractor's, or former employee's employment or relationship with MSI terminated. The parties hereto agree that the restrictions imposed by this Section 14 are reasonable in both duration and scope and in all other respects. If for any reason any court of competent jurisdiction shall find any of the provisions of this section 14 unreasonable in duration or scope or otherwise, the parties agree that the restrictions and prohibitions contained herein shall be reduced or limited so as to be effective to the fullest extent allowable under applicable law.

15. **Breach; Event of Default:** In the event of a material breach by MSI or Hospital, notification in writing as to any specific breach shall be given to the breaching party, and the breaching party shall have thirty (30) days from receipt of said notice to cure the said breach, providing that no notice is required with respect to any non-payment under Schedule A. Any material breach that remains uncured for a period of 30 days after written notice thereof has been delivered to the breaching party shall constitute an "Event of Default" hereunder. Upon an Event of Default, the non-defaulting party may, at its option, and without otherwise limiting its rights against the defaulting party with respect to such Event of Default, terminate this Agreement.

16. **Termination for Convenience:**

(A) This Agreement may be terminated in whole or in part by Hospital for its convenience; but only after MSI is given not less than fifteen (15) calendar days written notice of intent to terminate; and

(B) If termination is for Hospital's convenience, Hospital shall pay MSI that portion of the compensation which has been earned as of the effective date of termination.

17. **Payment for MSI Services:** MSI shall bill Hospital on the 1st and 15th of each month, for the previous 15 days of service, for its services rendered herein. All statements shall be paid by Hospital Due Upon Receipt. The failure or inability of Hospital to collect from various third party sources for these procedures shall not excuse the Hospital from its obligation to pay MSI. For each modality performed by MSI, it shall be paid in accordance with Schedule A, attached hereto, and MSI shall have the right, effective on or anytime there after each anniversary of the commencement date, specified on the day last appearing with signature on contract to increase the amount of all fees stated, provided that any such increase shall not exceed 10%, of the current effective rate. Any discrepancy in or dispute with MSI's statement(s) shall be identified by the Hospital to MSI within thirty (30) working days of the invoice date or else same are deemed to be waived.

18. **Budget Act and Fiscal Fund Out:** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement, provided that Hospital gives MSI at least one hundred and twenty (120) days' prior written notice termination. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

19. **Payment Records:** All records which MSI maintains regarding patients, procedures, and payments, shall be maintained for no less than three (3) years and will be made available to Hospital, appropriate federal and state health agencies, and appropriate persons at the Hospital where MSI actually performs its services.

20. **The Testing Location:** MSI shall not be responsible to perform its services under this Agreement unless or until the facility provides an adequate space, electrical power, lighting, and necessary furniture for MSI to perform its services.

21. **Insurance:** MSI shall at its sole cost and expense, maintain such professional and comprehensive general liability insurance, covering its liability for personal injury and property damage in the

conduct of its business herein, in the minimum amount of \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate. Such insurance shall be kept in effect throughout the Term, and for the sufficient time thereafter to provide coverage for any liability, which may arise as a result of the performance of MSI's services.

22. **Contractual Relationship:** Each of the parties of this contract is an unrelated corporation, which performs its services by way of its employees and agents. No employee of either corporation shall perform any work for the other corporation. The employees of each corporation are its own employees and shall make no claim against the other corporation for unemployment taxes, unemployment benefits, workers' compensation taxes, workers' compensation benefits, employment tax withholdings, or any employment benefits of the other corporation.

23. **Limitation of Liability:** Neither MSI nor Hospital will be responsible for special, direct, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

24. **Miscellaneous Provisions:**

(A) The applicable laws and regulations of the State of Nevada shall govern this Agreement.

(B) Any waiver by a party of any breach of any provision contained herein, or any breach thereof, shall not constitute a waiver of any other provision or any further subsequent breach hereof.

(C) In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable, then the invalidity, illegality, or unenforceability of that specific provision herein, shall not be held to invalidate any other provision herein, and other provisions shall remain in full force and effect unless the removal of the invalid, illegal, or unenforceable provision destroys the legitimate purposes of this Agreement, in which event the Agreement shall be null and void.

(D) All notices made hereunder, shall be in writing and made through the United States mail. Notice sent to MSI shall be sent to:

**Med-Smart, Inc.
Megan Cannady, CEO
3185 St. Rose Parkway, Suite 330
Henderson, NV 89052**

Notices sent to Hospital shall be sent to:

**University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 W. Charleston Blvd.
Las Vegas, NV 89102**

with a copy to Hospital:

**University Medical Center of Southern Nevada
Attn: Legal Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102**

(E) The parties hereto covenant that they will perform their services herein without regard to race, color, creed, national origin, handicap or gender, and will conform to all the applicable federal and state laws and regulations in regard thereto.

(F) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their

respective successors and assigns. This Agreement shall not be assignable by Hospital, without prior written consent of MSI, and shall not be assignable by MSI (other than to a wholly-owned subsidiary, or a limited partnership of which MSI is the General Partner, or to a corporation or other entity under the common control of MSI, or to the financial institution which makes available the funds to purchase the equipment or has a security interest in the equipment), without the prior written consent of Hospital, which consent shall not be unreasonably withheld.

(G) If it is determined that this Agreement falls under the terms of the Omnibus Reconciliation Act of 1980, then, and in that event only, MSI agrees to make available, to the Secretary of Health and Human Services, the Controller General of the United States (or any their duly authorized representatives), this Agreement, including amendments, books, documents, and records relating to the contract, that may be necessary to verify the costs of the contract for a period of four (4) years after the services are furnished under the contract.

(H) Both parties, MSI and Hospital, agree that if there is any dispute or controversy between themselves, then the dispute or controversy shall be submitted to binding arbitration in accordance with the commercial arbitration rules of, and under the auspices of, the American Arbitration Association. Any such arbitration shall be held at a location within reasonable proximity of the company's offices first set forth above. The decision of the arbitrator shall be final and binding on the parties and there shall be no appeal whatsoever there from.

(I) By scheduling an MSI technologist and accepting them within the Hospital to perform exams, all terms and conditions contained hereto are fully accepted by both parties.

(J) Should services be terminated by either party any and all money due to MSI from Hospital for services must be paid immediately. MSI reserves the right to terminate services at the Hospital for any reason including but not limited to non-payment.

(K) MSI will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff, including HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment). Though MSI makes every effort to comply with all Hospital policies and protocols, it is the sole responsibility of the Hospital to inform MSI of policies and protocols that may be applicable to the services provided by MSI. Upon Hospital informing MSI of any policy and protocol changes, MSI has 30 days to comply before an event of default or breach can be claimed by Hospital.

(L) The parties agree that the provisions of Sections 9, 11, and 14 shall survive the expiration or earlier termination of this Agreement.

(M) All scheduled time will be considered billable time, in accordance with schedule A, unless the day is cancelled with twenty-four (24) hours or more notice. Services are provided in ½ or 1 day increments only. It is the sole responsibility of the Hospital to schedule accordingly to efficiently utilize the services of MSI.

(N) All technologist time required to orientate at Hospital is also billable time in accordance to schedule A. This includes, but it not limited to: site computer training, special human resource requirements, site orientation, and equipment training.

25. **Material Disclosures:** Hospital represents and warrants that it is disclosed to MSI all material facts and circumstances relevant to, and/or that could impact the provision of, the services to be provided by MSI under this Agreement.. Hospital understands and agrees that its failure to disclose such material facts and circumstances can subject MSI to third party claims, loss, damage, expenses and attorney's fees for which MSI may seek indemnification from Hospital for; however, Hospital explicitly retains all defenses to such indemnification that may exist under Nevada law. Additionally, any indemnification by Hospital under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable.

26. **Amendment:** This Agreement may not be amended or modified in any way, except in writing, and executed by both parties hereto.

27. **Merger Clause:** This Agreement and all exhibits incorporated herein, supersede all previous contracts, letters of intent, or other writings, it also supersedes all oral representatives made heretofore, and constitutes the entire agreement between MSI and Hospital.
28. **Corporate Authority:** Both Parties represent that they are corporations in good standing, and that the officer signing this Agreement below has full authority of said corporation to enter into this agreement.
29. **Anti-Discrimination Statement:** MSI and Hospital agree not to discriminate in the referral, selection and placement of MSI staff on the basis of race, color, national origin, sex, religion, age and disability (including AIDS and related conditions).
30. **Regulatory Statement:** Provider agrees that in the performance of all services under this Agreement, it shall comply with the laws, standards, rules and regulations, including but not limited to those governing the performance of technologist examinations, procedures and record keeping, of the United States Department of Health and Human Services ("HHS"); the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and regulations (proposed or final), the Nevada State Department of Health Services; the Nevada State Department of Social Services; the Joint Commission on the Accreditation of Healthcare Organization ("JCAHO") or any other approved **hospital accreditation** organization; Medicare, Medicaid and any other federal, state or local governmental agency or third – party payer exercising authority with respect to accrediting, or providing reimbursement for Hospital. Hospital agrees to maintain its Medicare and Medicaid certification.
31. **Medicare Wage Index Reporting:** MSI agrees to provide Hospital with actual (or good faith estimate if actual is not available) salaries/wages/benefits and related hours (productive and non-productive) for services rendered to the Hospital under this Agreement. This wage index data must be provided to the Hospital:
1. No later than within thirty (30) days of written request.
 2. In writing and on Vendor letterhead.
 3. Indicate whether data is actual or a good faith estimate.

IN WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives.

**University Medical Center of Southern Nevada
(Hospital)**

By: _____

(Authorized Signature)

Mason Van Houweling

(Printed Name)

Date _____

Med-Smart, Inc. (MSI)

By: Megan Cannady

(Authorized Signature)

MEGAN CANNADY

(Printed Name)

Date 08/14/2024

SCHEDULE A

Services Provided:

<u>Modality</u>	<u>Rate per Hour (unless otherwise specified)</u>
CT	78.17
MR	69.53
NM	80.10
US	78.50
Call Back (per Test)	125.00
Any Call (per hour)	7.00
Echo	71.97
EEG	36.45
Mammo	78.17
X-Ray	71.51
Overtime	1.5x rates above

Service Coverage: Available upon request,
minimum 4 hour blocks.

Payment Terms: Net-30

Location(s): University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

UMC Orthopedic & Spine Institute (2 locations)
2231 W. Charleston Blvd.
Las Vegas, NV 89102
and
4233 North Rancho
Las Vegas, NV 89130

Additional Conditions:

Should UMC use multiple modalities in any single billing cycle, MSI will provide a 5% discount on the technologist rate beyond the 1st tech. Discount is applied to the lower wage technologist for that billing cycle only. This discount will only apply if the invoices are paid within 30 days of the invoice date.

SCHEDULE B

Equipment Specifications

Equipment:

N/A

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:				550		
Corporate/Business Entity Name:		Med-Smart, Inc.				
(Include d.b.a., if applicable)						
Street Address:		3185 St. Rose Pkwy #330		Website: www.medsmartinc.com		
City, State and Zip Code:		Henderson, NV 89052		POC Name: Brent White		
				Email: bwhile@medsmartinc.com		
Telephone No:		702-735-5075		Fax No: 702-733-0617		
Nevada Local Street Address: (If different from above)		Website:				
City, State and Zip Code:		Local Fax No:				
Local Telephone No:		Local POC Name:				
		Email:				

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

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

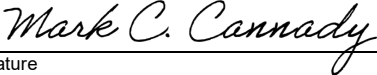
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mark C. Cannady	President and 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	Mark C. Cannady Print Name
President and CEO Title	09/21/2022 Date

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

Issue:	Agreement with Structured Communication Systems, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreement with Structured Communication Systems, Inc. for Tanium Endpoint Management System; authorize the Chief Executive Officer to exercise renewal options within his yearly delegation of authority; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000854000
Description: Tanium Endpoint Management System
Bid/RFP/CBE: NRS 332.115(1)(h) - Software
Term: 3 Years
Amount: \$946,500.00
Out Clause: Budget Act and Fiscal Fund Out

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

BACKGROUND:

This request is to execute the Agreement with Structured Communication System, Inc. (“Structured”) for the Tanium endpoint management system. This system provides the capability for multiple IT teams to efficiently manage and secure computers, maintain and update software, and troubleshoot and resolve technology issues. This comprehensive solution provides centralized system imaging and patching, software packaging and distribution, and remote installation and configuration capabilities. Additionally, Tanium delivers real-time hardware and software inventory reports for all computers within the UMC computing environment.

UMC will compensate Structured \$315,500 per year or \$946,500 for three (3) years from the Effective date. Staff also request authorization for the Hospital CEO to execute renewal options within his yearly delegation of authority if deemed beneficial to UMC.

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

Cleared for Agenda
August 21, 2024

Agenda Item #

14

Company Name: University Medical Center Of Southern Nevada (UMC)

Contact: Brandon Murphy

Email: brandon.murphy@umcsn.com

Phone: 702-383-7862

Account Executive: Bridget Boodel

23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601

Toll Free 800.881.0962 - Order Fax 888.729.0997



Line Item	Part Number	Description	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
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University Medical Center-Tanium Subscription Renewal 2024-2027

Tanium Subscription- Year 1 (2024-2025)								\$315,500.00
Tanium Subscription- Year 2 (2025-2026)								\$315,500.00
Tanium Subscription- Year 3 (2026-2027)								\$315,500.00

University Medical Center agrees to the following payment schedule:

Year 1 Annual Payment will be due Net 30 from the date of the invoice	\$315,500.00
Year 2 Annual Payment will be due 12 months from the date of the original	\$315,500.00
Year 3 Annual Payment will be due 24 months from the date of the original invoice	\$315,500.00

****Please note that a purchase order must be issued for the full value of this quotation and will be non-cancellable once issued.****

<u>GRAND TOTAL:</u>								<u>\$946,500.00</u>
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Line Item	Part Number	Description	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
Solution Line Item Detail:								
<u>Tanium Subscription- Year 1 (2024-2025)</u>								
1	TAN-PERFORMANCE-TAAS	Tanium Performance - Tanium Cloud - 2K endpoint min purchase required	<u>8/10/2024</u>	<u>8/9/2025</u>	5000	████	████	████████
2	TAN-REVEAL-TAAS	Tanium Reveal- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2024</u>	<u>8/9/2025</u>	5000	████	████	████████
3	TAN-PRV-TAAS	Tanium Provision- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2024</u>	<u>8/9/2025</u>	5000	████	████	████████
4	TAN-CORE-TAAS	Tanium Core Platform- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2024</u>	<u>8/9/2025</u>	5000	████	████	████████
5	TAN-ASSET-TAAS	Tanium Asset- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2024</u>	<u>8/9/2025</u>	5000	████	████	████████
6	TAN-COMPPLUS-TAAS	Tanium Comply Plus- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2024</u>	<u>8/9/2025</u>	5000	████	████	████████
7	TAN-DEPLOY-TAAS	Tanium Deploy- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2024</u>	<u>8/9/2025</u>	5000	████	████	████████
8	TAN-DISC-TAAS	Tanium Discover- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2024</u>	<u>8/9/2025</u>	5000	████	████	████████
9	TAN-PTCH2-TAAS	Tanium Patch 2- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2024</u>	<u>8/9/2025</u>	5000	████	████	████████
<u>Subtotal</u>								<u>\$315,500.00</u>
<u>Tanium Subscription- Year 2 (2025-2026)</u>								
10	TAN-PERFORMANCE-TAAS	Tanium Performance - Tanium Cloud - 2K endpoint min purchase required	<u>8/10/2025</u>	<u>8/9/2026</u>	5000	████	████	████████
11	TAN-REVEAL-TAAS	Tanium Reveal- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2025</u>	<u>8/9/2026</u>	5000	████	████	████████
12	TAN-PRV-TAAS	Tanium Provision- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2025</u>	<u>8/9/2026</u>	5000	████	████	████████
13	TAN-CORE-TAAS	Tanium Core Platform- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2025</u>	<u>8/9/2026</u>	5000	████	████	████████
14	TAN-ASSET-TAAS	Tanium Asset- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2025</u>	<u>8/9/2026</u>	5000	████	████	████████
15	TAN-COMPPLUS-TAAS	Tanium Comply Plus- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2025</u>	<u>8/9/2026</u>	5000	████	████	████████

Line Item	Part Number	Description	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
16	TAN-DEPLOY-TAAS	Tanium Deploy- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2025</u>	<u>8/9/2026</u>	5000	████	████	████████
17	TAN-DISC-TAAS	Tanium Discover- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2025</u>	<u>8/9/2026</u>	5000	████	████	████████
18	TAN-PTCH2-TAAS	Tanium Patch 2- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2025</u>	<u>8/9/2026</u>	5000	████	████	████████
<u>Subtotal</u>								<u>\$315,500.00</u>
<u>Tanium Subscription- Year 3 (2026-2027)</u>								
19	TAN-PERFORMANCE-TAAS	Tanium Performance - Tanium Cloud - 2K endpoint min purchase required	<u>8/10/2026</u>	<u>8/9/2027</u>	5000	████	████	████████
20	TAN-REVEAL-TAAS	Tanium Reveal- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2026</u>	<u>8/9/2027</u>	5000	████	████	████████
21	TAN-PRV-TAAS	Tanium Provision- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2026</u>	<u>8/9/2027</u>	5000	████	████	████████
22	TAN-CORE-TAAS	Tanium Core Platform- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2026</u>	<u>8/9/2027</u>	5000	████	████	████████
23	TAN-ASSET-TAAS	Tanium Asset- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2026</u>	<u>8/9/2027</u>	5000	████	████	████████
24	TAN-COMPPLUS-TAAS	Tanium Comply Plus- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2026</u>	<u>8/9/2027</u>	5000	████	████	████████
25	TAN-DEPLOY-TAAS	Tanium Deploy- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2026</u>	<u>8/9/2027</u>	5000	████	████	████████
26	TAN-DISC-TAAS	Tanium Discover- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2026</u>	<u>8/9/2027</u>	5000	████	████	████████
27	TAN-PTCH2-TAAS	Tanium Patch 2- Tanium Cloud-2K endpoint min purchase required	<u>8/10/2026</u>	<u>8/9/2027</u>	5000	████	████	████████
<u>Subtotal</u>								<u>\$315,500.00</u>
<u>Prepared by: Josh Allen</u>								
Please contact the person listed above at Structured for any questions regarding this quotation.								

Line Item	Part Number	Description	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<p><u>Notes:</u></p> <ol style="list-style-type: none"> Client acknowledges and agrees that by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions by and between Structured Communication Systems, Inc. and University Medical Center of Southern Nevada dated August 9, 2023, will apply to this and all quotations. Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract. Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations. Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing. Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that affect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote. Remit To Address: 9200 SE Sunnybrook Blvd., Suite 300, Clackamas OR, 97015 <p>This quotation contains information that is privileged and confidential. The information contained in this quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</p>								
<p align="center">WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or orders@structured.com</p>								
<p align="center">Please fill out all of the below information to ensure that your order is processed as efficiently as possible.</p> <p>Signature: _____ Date: _____</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Shipping Address:</p> <p>Street: _____</p> <p>City, ST Zip: _____</p> <p>Contact: _____</p> <p>Phone: _____</p> <p>Email: _____</p> </div> <div style="width: 45%;"> <p>Billing Address:</p> <p>Street: _____</p> <p>City, ST Zip: _____</p> <p>Contact: _____</p> <p>Phone: _____</p> <p>Email: _____</p> </div> </div> <p>Preferred Shipping Method: Ground _____ 2nd Day _____ Overnight _____</p> <p>Date Needed: _____</p> <p align="center">Customer Reference / Purchase Order Number: _____</p> <p align="center">Bridging People, Business & Technology</p> <p align="center">Ask us about our high-quality Internet Security, Connectivity, Storage and Access Offerings...</p>								

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply) N/A						
<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
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Structured Communication Systems, Inc.						
(Include d.b.a., if applicable)						
Street Address:		9200 SE Sunnybrook Blvd., Suite 300		Website: https://structured.com/		
City, State and Zip Code:		Clackamas, OR 97015		POC Name: Email: Bridget Boodel - bboodel@structured.com		
Telephone No:		(503) 513-9979		Fax No: (503) 513-4600		
Nevada Local Street Address: (If different from above)		Website:				
City, State and Zip Code:		Local Fax No:				
Local Telephone No:		Local POC Name: Email:				

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Ron Fowler	President & CEO	100%

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

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

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

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

DocuSigned by:

SI NAE LIM

Signature

9AFF4B0CA4B448E...

Contracts Manager

SI NAE LIM

Print Name

8/15/2024

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)

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue: Agreement with UKG Kronos Systems LLC	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreement with UKG Kronos Systems LLC for UKG Pro Workforce Management Software; or take action as deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000854000
Description: UKG Pro Workforce Management Software
Bid/RFP/CBE: NRS 332.115(1)(h) - Software
Term: 36 months from billing start date
Amount: \$1,738,980.00
Out Clause: Budget Act/Fiscal Fund Out

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

BACKGROUND:

Since November 16, 2016, UMC has had an Agreement with UKG Kronos Systems LLC (“UKG”) to utilize their Workforce Central Software. This comprehensive software subscription empowers UMC with efficient and effective workforce management, including seamless time collection and reporting. The Workforce Central system is end of life December 2025 and being sunset by Kronos.

This request is to execute the Order Form with UKG to transition to the UKG Dimensions Pro Workforce Management Software, which offers improved and expanded workforce management capabilities including time collection and reporting, staff scheduling, leave management, advanced analytics and productivity. The terms and conditions of the Master Services Agreement between UKG and UMC entered into in May, 2024 will govern the scope of this work.

UMC will compensate UKG \$1,738,980.00 for thirty-six (36) months from the billing start date.

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

UKG currently holds a Clark County business license.

Cleared for Agenda
August 21, 2024

Agenda Item #

15

Master Services Agreement

This Master Services Agreement (this "**Agreement**") is made between the UKG entity set forth in the Order or Statement of Work that references this Agreement ("**UKG**") and the person or entity that is named on such Order or Statement of Work ("**Customer**"). CUSTOMER AGREES THAT ITS USE OF UKG'S SUBSCRIPTION SERVICES AND UKG'S PERFORMANCE OF PROFESSIONAL, TRAINING, AND SUPPORT SERVICES ARE SUBJECT TO AND GOVERNED EXCLUSIVELY BY THIS AGREEMENT AND ANY ADDITIONAL TERMS STATED IN THE ORDER OR STATEMENT OF WORK, INCLUDING ANY ATTACHMENTS THERETO. This Agreement is effective as of the effective date stated in the applicable Order or Statement of Work ("**Effective Date**"). UKG reserves the right to change this Agreement from time to time by posting an update to this URL; however, such change shall not affect then existing Orders or Statements of Work unless otherwise agreed by Customer and UKG.

1. Services

- 1.1 **Subscription Services.** The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees, and those of its Affiliates, listed in the Order, subject to and conditioned on compliance with this Agreement, the Documentation, and the Order.
- 1.2 **Support Services.** UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located at <https://www.ukg.com/support-policies-and-services>. UKG will also provide periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.
- 1.3 **Professional Services.** UKG will provide the Professional Services listed in the Order, in accordance with a Statement of Work or a Services Description. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then Customer may need to execute an additional Order or Statement of Work.
- 1.4 **Training Services.** In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training services outside the scope of this section shall be provided by UKG as described in the Order.

2. Acknowledgements

- 2.1 **Reservation of Rights.** The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" or any deliverables owned by Customer created as part of the Services and all works, customizations, and developments created as part of the Services shall be considered a part of the Services.
- 2.2 **Use Restrictions.** Except as expressly provided in this Agreement, no other use of the Subscription Services provided by UKG is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties, other than Affiliates; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.
- 2.3 **Customer Feedback.** Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("**Feedback**"), but if it does, Customer grants to UKG and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute,

disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

- 2.4 **Consent to Subcontract.** Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG shall be responsible for the actions of its subcontractors. UKG may fulfill its obligations related to certain Services through its Affiliates. UKG has a list of its current subprocessors at <https://www.ukg.com/DPA-subprocessors>.
- 2.5 **Compliance with Laws.** UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.
- 2.6 **Upgrades.** Customer acknowledges that the Subscription Services may change at any time as required by changes to normal business conditions. It is further understood by Customer that any changes to the Subscription Services will be applicable to all UKG customers utilizing the Subscription Services and such changes will not materially diminish the functionality of the Subscription Services.
- 2.7 **Acceptable Use.** Customer will use the Subscription Services in full compliance with the Acceptable Use Policy located at <https://www.ukg.com/acceptable-use-policy> ("Acceptable Use Policy"). If UKG discovers a violation of the Acceptable Use Policy, and UKG reasonably determines that UKG must take immediate action to prevent further harm, UKG may suspend Customer's use of the Subscription Services and cease performance of any other Services, immediately without notice.
- 2.8 **Access Credentials.** Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its Affiliates without requiring such Affiliate to execute a separate Order to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement.
- 2.9 **Connectivity.** Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement as a result of the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees

- 3.1 **Fees.** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term on the Order and all Renewal Terms. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant subscription term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.
- 3.2 **Taxes.** The fees exclude, and Customer will be responsible for, all sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income).
- 3.3 **Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

- 4.1 Ownership of Customer Data.** Customer shall retain ownership of the entire right, title, and interest in and to Customer Data. No ownership rights in Customer Data will transfer to UKG.
- 4.2 Customer Data License.** Customer grants to UKG a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Customer Data in aggregated, de-identified form, that does not identify Customer, its users, employees, or Customer Confidential Information, and that is stripped of all persistent identifiers (e.g. device identifiers, IP addresses, and cookie ID's) in a manner that does not allow the Customer Data on its own to be identified as originating from Customer, for the purposes of providing or maintenance of, improvement to, and operation of the Services, for any new or different products or services, and for benchmarking purposes.
- 4.3 Collection of Personal Data.** Services may employ applications and tools that collect and process Personal Data that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Data, Customer may need to uninstall or discontinue using certain Services.
- 4.4 Data Privacy and Security.** Each Party agrees to comply with Applicable Laws in its processing of Personal Data. UKG and its subprocessors will process Personal Data in accordance with UKG's Data Processing Addendum located at <https://www.ukg.com/ukg-unified-dpa>. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum.

5. Confidentiality

- 5.1 Definition. "Confidential Information"** is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.
- 5.2 Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.
- 5.3 Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.
- 5.4 Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.
- 5.5 Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.
- 5.6 Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).
- 5.7 Public Records.** UKG acknowledges that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement that UKG has claimed to be confidential and proprietary, such as UKG's pricing, programs, services, business practices or procedures, Customer will immediately notify UKG of such demand and UKG shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. UKG shall indemnify, and defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of UKG document(s) in Customer's custody and control that UKG's claims to be confidential and proprietary.

6. Warranty

- 6.1 Mutual Warranties.** Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.
- 6.2 Subscription Services Warranty.** UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will make commercially reasonable efforts to remedy such breach without additional cost to Customer, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.
- 6.3 Professional, Support, and Training Services Warranty.** UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.
- 6.4 Disclaimer.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).
- 6.5 Customer Warranty.** Customer warrants that it has all rights and required consents to provide to UKG Customer Data.

7. Term & Termination

- 7.1 Term of the Agreement.** The Term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order has expired or has otherwise been terminated as provided in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.
- 7.2 Types of Termination**
- 7.2.1 Non-renewal.** Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the Initial Term or a Renewal Term (as such terms are defined in the Order).
- 7.2.2 For Cause.** Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.
- 7.2.3 Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the

payment of all amounts which could then become due under this Agreement, provided that Customer gives UKG at least one hundred and twenty (120) days' prior written notice termination. Customer agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Customer did not give notification of termination due to loss of appropriated funds.

7.3 Effects of Termination. If the Agreement is terminated for any reason:

7.3.1 Fees. All fees will be paid by Customer for amounts owed through the effective date of termination, and, if the Agreement is terminated for UKG's breach of the Agreement, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.

7.3.2 Cessation of Services. UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination. If Customer requires access to the Subscription Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees under a separate Order and SOW, and will be subject to the terms and conditions of this Agreement.

7.3.3 Deletion of Customer Data. UKG will delete Customer Data after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4 Confidential Information. UKG and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all Claims to the extent alleging that the permitted uses of the Subscription Services infringe or misappropriate any legitimate copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such a Claim, or as a result of UKG's settlement of such a Claim.

8.2 Mitigation. In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation of any such copyright or patent, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.

8.3 Exceptions. UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) a modification undertaken by Customer, or on behalf of Customer; (b) use other than as authorized by this Agreement; or (c) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the Claim.

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8.4 Qualifications. Customer will provide written notice to UKG promptly after receiving notice of a Claim. If defense of such Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above. This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party claims and damages.

9. Limitations of Liability

- 9.1 Monetary Cap.** DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).
- 9.2 Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, OR UNAUTHORIZED THIRD PARTY ACCESS OR INTRODUCTION OF MALICIOUS CODE.
- 9.3 Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

- 10.1 Jurisdiction & Dispute Resolution.** This Agreement is governed by and is to be interpreted solely in accordance with the laws of the State of Nevada, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts of Clark County, Nevada in any dispute arising out of or relating to this Agreement. IF NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, EACH PARTY AGREES THAT ANY CLAIM RELATED TO THIS AGREEMENT WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION, SUIT, OR OTHER SIMILAR PROCESS. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.
- 10.2 Government Use Provision.** If Customer is a U.S. government entity, then it acknowledges that the Subscription Services and Documentation consist of "commercial items," as defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and in DFARS 227.7202, as applicable. All such entities will comply with this Agreement while using Subscription Services and Documentation, and if a government Customer needs any additional rights, it agrees that it will be subject to a mutually agreed addendum to this Agreement.
- 10.3 Export.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied-party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 10.4 Severability & Waiver.** The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.
- 10.5 Surviving Provisions.** Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.
- 10.6 Assignment.** This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions

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of this Agreement, the Orders, and Statements of Work. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

10.7 Force Majeure. If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, outbreak of infectious disease, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, power or system failure, or a delay in transportation (collectively "Force Majeure"), each Party will be excused from performance of its obligations under this Agreement, except payment of fees, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

10.8 Publicity. UKG may refer to the Customer as a UKG customer and use Customer's name, on public platforms that include, but are not limited to, lists of UKG's customers, and on UKG's website. Where required under Applicable Law, the Parties will agree to the specific use of the name and logo in writing.

10.9 Notice. All notices required under this Agreement shall be in writing. Such notice shall be deemed sufficiently served or given for all purposes hereunder: (i) if personally served, upon such service, (ii) if sent by fax or commercial overnight delivery service, upon the next business day, or (iii) if mailed, three (3) business days after the time of mailing or on the date of receipt shown on the return receipt, whichever is first. Notices shall be dispatched to the following addresses or such other address as either party may specify in writing to the other party:

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

To UKG: Attention: Elizabeth McCarron, EVP Chief Legal Officer
UKG Inc.
900 Chelmsford Street
Lowell, MA 01851

10.10 eSignature. Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

10.11 No Third Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

10.12 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

10.13 Entire Agreement. This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

10.14 Non-Excluded Healthcare Provider. UKG represents and warrants that neither it nor any of its employees, directors, officers, equity owners, subcontractors or agents under this Agreement, nor under any future Professional Service or SOW (collectively, "Vendor Personnel"), are excluded from participation, or are otherwise ineligible to participate, in a "federal health care program" (as defined in 42 USC §1320a-7b(f)) or in any other government payment program, and that no such action is pending. UKG shall assess the status of the Vendor Personnel prior to hire or contracting and thereafter as required by the United States Department of Health and Human Services or the Centers for Medicare and Medicaid Services. UKG shall notify Customer in writing within three days of either of the following: (a) the discovery of any debarment, exclusion, suspension or other event that makes Vendor or any Vendor Personnel ineligible to participate in a federal health care program or any other government payment program; or (b) any conviction of Vendor or any of the Vendor Personnel of a criminal offense that falls within the scope of 42 USC §1320a-7(a), even if they have not yet been excluded, debarred, suspended or otherwise declared ineligible. Such notice shall contain reasonably sufficient information to allow Customer to determine the nature of any sanction. If UKG is in breach of this Section or upon the occurrence of such exclusion,

debarment, suspension or conviction of UKG or any Vendor Personnel, whether or not notice is given, Customer may immediately terminate this Agreement.

11. Definitions

- 11.1 **"Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.
- 11.2 **"Applicable Law(s)"** means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders which govern a Party's respective business.
- 11.3 **"Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party.
- 11.4 **"Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Data.
- 11.5 **"Data Protection Laws"** means (a) GDPR if Personal Data of European Union Data Subjects will be processed by UKG, and (b) any other Applicable Laws regarding protection of Personal Data.
- 11.6 **"Documentation"** means the written specifications for the Subscription Services or published online by UKG on its community pages accessible at <https://www.ukg.com/support>, such as user manuals and administrator guides, as well as the Services Descriptions.
- 11.7 **"Order"** means an order form agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.
- 11.8 **"Party"** or **"Parties"** means UKG or Customer, or both, as the context dictates.
- 11.9 **"Personal Data"** means "personal data" as defined under the GDPR; "personal information" as defined under the CCPA; and as similar terms, such as "personally identifiable information," are defined under other applicable Data Protection Laws.
- 11.10 **"Professional Services"** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.
- 11.11 **"Services"** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.
- 11.12 **"Services Description"** means the supplemental terms applicable to a Subscription Service or other offering as referenced on the applicable Order.
- 11.13 **"Statement of Work" or "SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.
- 11.14 **"Subscription Services"** means those UKG software-as-a-service ("**SaaS**") applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.
- 11.15 **"Support Services"** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.
- 11.16 **"Training Services"** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties through their the duly authorized representatives have read the foregoing and all documents incorporated herein and agree and accept such terms effective as of the date of the last signature below.

UKG

DocuSigned by:

Cynthia Kennedy

ED188B713FF14D0...

Signature:

Printed Name: Cynthia Joan Hurley Kennedy

Title: Order Processing Analyst

Date: 5/8/2024 | 11:23 AM EDT

University Medical Center of Southern Nevada

Signature:

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date:

5/29/24



Order Form

Expires: 30-Aug-2024
Sales Executive: Lynn Paddock Kennedy
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 16-Aug-2024

Customer Legal Name:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Ship To Contact: Maria Sexton

Customer Legal Address:
1800 WEST CHARLESTON BLVD, LAS VEGAS, NV 89102-2386 USA

Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BLVD
LAS VEGAS, NV 89102-2386 USA

Bill To Contact:

Bill To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BLVD
LAS VEGAS, NV 89102-2386 USA

Ship To Phone: 702-671-6579
Ship To Mobile: 702-813-7132
Contact: Maria Sexton
Email: maria.sexton@umcsn.com

Currency: USD

Customer PO Number:
Solution ID: 6005630
Initial Term: 36 Months
Uplift Percent: 4%

Shipping Terms: Shipping Point
Ship Method: Fedex Ground
Freight terms: Prepay & Add
Renewal Term: 12 Months
Payment Terms: N30

Billing Start Date for Phase 1: 180 Days from the Effective Date; unless otherwise stated below.
Billing Start Date for Phase 2: 365 Days from the Effective Date; unless otherwise stated below.

Data Center Location: USA

Kronos Contact Information: UKG Kronos Systems LLC, A UKG Company
900 Chelmsford St.
Lowell, MA 01851

PHASE 1 - Months 1 through the end of the Initial Term

SUBSCRIPTION SERVICES

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Service Fee
UKG PRO TIMEKEEPING HOURLY			
UKG PRO ABSENCE			
UKG PRO ADVANCED SCHEDULING			
Monthly Price			
			Phase 1 Monthly Price

PHASE 2 - Months 7 through the end of the Initial Term

SUBSCRIPTION SERVICES

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Service Fee
UKG PRO WORKFORCE MANAGEMENT HEALTHCARE PRODUCTIVITY			
UKG PRO WORKFORCE MANAGEMENT DATA HUB PREMIUM			
UKG PRO ADVANCED SCHEDULING			
Monthly Price			

QUOTE SUMMARY

Item	Total Price
PHASE 1: Monthly Service Fee - Subscription Services	
PHASE 2: Monthly Service Fee - Subscription Services	
Total Monthly Price as of Start of Phase 2	\$48,305.00
Monthly Service Fee - Subscription Services - Seasonal	\$0.00
Software Support	\$0.00
Equipment Rental	\$0.00
Equipment Purchase & Support	\$0.00
Accessories	\$0.00
Professional Services - Fixed Fee	\$0.00
Professional Services - Bill As You Go Services	\$0.00

Order Notes:

The parties agree that Customer is migrating from their existing Workforce Central Software as a Service applications (the "Existing Applications") to the UKG Pro Workforce Management Software as a Service offering ("Pro WFM"). Customer's Software as a Service Agreement governing the Existing Applications will continue for up to two payroll cycles within 60 days after migration to Pro WFM, but in no event beyond December 31, 2025. After such period, Customer's rights to use the Existing Applications will be terminated, unless otherwise noted herein.
Pro WFM Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Page 127 of 160 Applications until the Pro WFM Billing Start Date.

UKG and Customer acknowledge that the professional services required to implement the Software listed herein will be provided by ATS. If Customer requires professional services from UKG, they will be provided on a time and materials basis at UKG's then current standard rates. All other payment requirements shall be as outlined on this Sales Order.

This Order is subject to and governed by the terms and conditions of the Master Services Agreement dated 05/29/2024 between UKG and Customer (hereafter "Agreement"). UKG will provide the Support Services in accordance with the UKG Support Policy located at: www.ukg.com/saas-support-policies-and-services
Customer's use of the Subscription Services is further subject to the Acceptable Use Policy located at: www.ukg.com/acceptable-use-policy

Before including any health-related questions in UKG Pro Timekeeping, please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

At the time of renewal, UKG reserves the right to adjust the uplift percentage of the Subscription Fee by additional percentage points based on changes in economic conditions. UKG shall provide notification of such increase thirty (30) days prior to the increase taking effect.

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Signature: _____

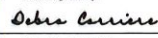
Name: Mason Van Houweling

Title: Chief Executive Officer

Effective Date: _____

UKG Kronos Systems LLC, A UKG Company

DocuSigned by:

Signature: 

9A26F9C5C4B5406...

Name: Debra Carriere

Title: Principal Order Processing Analyst

Effective Date: 8/16/2024 | 2:21 PM EDT

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>

Rev 10/1/2023

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: N/A						
Corporate/Business Entity Name:		UKG Kronos Systems, LLC				
(Include d.b.a., if applicable)						
Street Address:		900 Chelmsford St		Website: https://www.ukg.com/		
City, State and Zip Code:		Lowell, MA 01851		POC Name:		
				Email:		
Telephone No:		978-250-9800		Fax No: 978-367-5900		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

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

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

1.

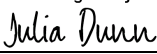
Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

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

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

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

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

DocuSigned by: 		Julia Dunn	
Signature		Print Name	
589AD3B6D24D481...		14-Aug, 2024	
Senior Director, Sales Ops		Date	
Title			

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Award RFP No. 2024-04 Crisis Stabilization Center Administrative Services to Fundamental Behavioral Health Services, LLC d/b/a Nevada Behavioral Health Systems	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the RFP No. 2024-04 for Crisis Stabilization Center Administrative Services to Fundamental Behavioral Health Services, LLC d/b/a Nevada Behavioral Health Systems; authorize the Chief Executive Officer to sign the Professional Services Agreement, and execute any extension options and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Name: UMC Operating Fund

Fund Center: 3000748700

Funded Pgm/Grant: N/A

Description: Crisis Stabilization Center Administrative Services

Bid/RFP/CBE: RFP 2024-04

Term: Implementation Period – up to six (6) months from date of last signature unless changed in writing
Professional Services – Three (3) years from Effective Date with two, 1-year options

Amount:

Implementation Period – NTE \$50,000

Professional Services – \$5,101,980 per year or potential aggregate of \$25,509,900 for five (5) years

Out Clause: 180 days w/o cause

BACKGROUND:

On March 27, 2024, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFP No. 2024-04 for Crisis Stabilization Center Administrative Services. The RFP was also published in the Las Vegas Review Journal on March 31, 2024. On May 7, 2024, responses were received from:

Connections Health Solutions

Vegas Stronger

Desert Winds Hospital

WC Health

Medasource

Spring Mountain Treatment Center (disqualified)

Nevada Behavioral Health Systems

Cleared for Agenda
August 21, 2024

Agenda Item #

16

An ad hoc committee (comprised of UMC Administration, Medical/Surgical Services, Patient Accounting, HIM, Physician Advisor Services and Care Center Administrative Services) reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with Nevada Behavioral Health Systems (“NBH”).

For the not-to-exceed total RFP award of \$25,559,900 for the term of the Agreement, NBH will manage, on behalf of UMC, the Crisis Stabilization Center for the provision of 24/7 outpatient behavioral/mental health services, which includes substance use disorders, for the treatment of adult patients at 5409 E. Lake Mead Blvd., Las Vegas, NV 89156 (“Services”). The overall intent is to try to avoid inpatient hospitalization if stabilization can be achieved in less than 24 hours. NBH will comply with NRS 449.0915 and its components, and has the personnel and resources necessary to provide the Services.

The Agreement’s go-live term is three (3) years from the Effective Date with the option to extend for two (2) one-year periods. Staff has negotiated the terms of the Agreement and fees associated with these Services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO to (i) sign the Agreement; (ii) exercise any extension options; and (3) execute future amendments within the not-to-exceed amount of this Agreement.

UMC’s Executive Director for Post-Acute Care Services has reviewed and recommends award of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**PROFESSIONAL SERVICES AGREEMENT
FOR
CRISIS STABILIZATION CENTER ADMINISTRATIVE SERVICES
RFP NO. 2024-04**

**FUNDAMENTAL BEHAVIORAL HEALTH SERVICES, LLC D/B/A
NEVADA BEHAVIORAL HEALTH SYSTEMS**

NAME OF COMPANY

Abby Grossa, Executive Vice President

**DESIGNATED CONTACT, NAME AND TITLE
(Please type or print)**

3321 North Buffalo Drive, Suite 200
Las Vegas, Nevada 89129

**ADDRESS OF COMPANY
INCLUDING CITY, STATE AND ZIP CODE**

(702) 857-8800

(AREA CODE) AND TELEPHONE NUMBER

agrossa@nvbhs.com

E-MAIL ADDRESS

PROFESSIONAL SERVICES AGREEMENT FOR CRISIS STABILIZATION CENTER ADMINISTRATIVE SERVICES

This Professional Services Agreement (the "Agreement") is made by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and FUNDAMENTAL BEHAVIORAL HEALTH SERVICES, LLC D/B/A NEVADA BEHAVIORAL HEALTH SYSTEMS, a Nevada limited liability company with its principal place of business at 3321 North Buffalo Drive, Suite 200, Las Vegas, Nevada 89129 (hereinafter referred to as "COMPANY"), for Crisis Stabilization Center Administrative Services (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, HOSPITAL desires to engage the services of COMPANY to manage, on behalf of HOSPITAL, the Crisis Stabilization Center ("CSC") for the provision of crisis stabilization services, which are behavioral/mental health services located at 5409 East Lake Mead Boulevard, Las Vegas, Nevada 89156;

WHEREAS, COMPANY is well acquainted with NRS 449.0915 and its components, and has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein;

WHEREAS, COMPANY understands that the CSC's role is to provide immediate, effective and respectful behavioral/mental health services, which include substance use disorders; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: DEFINITIONS

- A. **Medical Staff.** The Medical and Dental Staff of HOSPITAL. Refers to a physician or other qualified health care professional who is qualified by education, training, licensure/regulation (when applicable), and facility privileging (when applicable) who performs a professional service within his/her scope of practice.
- B. **Mental Health Staff.** The employees of COMPANY identified in **Exhibit A** of this Agreement who will provide therapy, assistance, and/or basic care to patients that have mental, emotional or substance abuse problems.
- C. **Clinical Staff.** Refers to an individual who would generally work under the supervision of a physician or perhaps another qualified health care professional and who is allowed by law, regulation, and facility policy to perform or assist in the performance of a specified professional service.
- D. **Advanced Practice Provider (APP).** Refers to a health care provider who is not a physician but who performs medical activities typically performed by a physician.
- E. **Medical Clearance.** Refers to a consult with a physician or other qualified health care professional where the patient's medical history is reviewed or a physical exam is performed or any other needed testing is ordered. If a patient is deemed healthy enough and there are no underlying health conditions, the physician will provide the medical clearance for the patient to move forward to receive behavioral or mental health treatment.
- F. **Support Staff/Non-Medical Staff.** HOSPITAL shall provide the services of other hospital departments required for the provision of services, including but not limited to, Accounting, Administration, Facilities, Materials Management, Medical Records and Information Technology.

SECTION II: TERM OF AGREEMENT

The implementation phase for this PROJECT, as defined in Section III.A.1, will commence on the last date of signature of the parties below and will remain in effect for up to six (6) months ("Implementation Period"). Any changes to the Implementation Period must be mutually agreed to in writing. After the Implementation Period, COMPANY's services will go-live for the PROJECT ("Effective Date") and continue for three (3) years ("Initial Term"). Both parties will certify in writing the Effective Date of this Agreement. At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY.

The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During the Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement and will be compensated in accordance with Section III.A.2.

SECTION III: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

1. **Implementation Period.** At HOSPITAL's written request, COMPANY will participate in the design, and will provide input and guidance to HOSPITAL and its Architects and/or subcontractors related to the renovation of the CSC located at 5409 E. Lake Mead Blvd. For services provided during the Implementation Period, COMPANY may invoice HOSPITAL a consulting fee of \$150.00 per hour for a not-to-exceed total budget of \$50,000.00.
2. **Professional Services.** HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the annual fixed fee of \$5,101,980.00 or \$425,165.00 per month for the Term of this Agreement. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, Itemized description of products delivered or services rendered and amount due, HOSPITAL's Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Any expenses not defined in **Exhibit A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
4. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION IV: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. COMPANY represents and warrants to HOSPITAL that it will not be providing temporary and/or permanent placement or other personnel staffing or hourly labor for HOSPITAL during the term of this Agreement. A breach of this representation by COMPANY shall render this Agreement immediately voidable.

SECTION V: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION VI: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Clinical Director, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Clinical Director, or by COMPANY's associates and employees under the personal supervision of the Clinical Director. Should the Clinical Director, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must notify HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to software programming changes; testing; and other similar activities.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this

Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failure to perform under this Agreement.

- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Personnel Onsite. COMPANY shall abide by the relevant compliance policies of HOSPITAL including, but not limited to, its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- J. Exclusivity of Services. For the duration of this Agreement, COMPANY shall be the exclusive provider of services for HOSPITAL. COMPANY shall not engage in any practice that could detract from COMPANY's commitment to its duties with HOSPITAL. In the event HOSPITAL decides to add more PROJECT locations or expand its services, COMPANY shall be offered the option to work with HOSPITAL or be given the first right of refusal for any competing business.
- K. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VII: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of its responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section III shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VIII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Bud Schawl, Executive Office**, telephone number **(702) 224-7148** or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION IX: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. COMPANY shall complete the timelines listed in accordance with the milestones contained in **Exhibit A** of this Agreement.
- C. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify

HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION X: MAINTENANCE OF RECORDS

- A. All medical records, histories, charts and other information regarding patients treated or matters handled by COMPANY hereunder, or any data or databases derived therefrom, shall be the property of HOSPITAL regardless of the manner, media or system in which such information is retained. COMPANY shall have access to and may copy relevant records upon reasonable notice to HOSPITAL.
- B. COMPANY shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

SECTION XI: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

- A. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (1) was created or received by either party; (2) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (3) identifies such individual.
- B. COMPANY agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". COMPANY shall preserve the confidentiality of Protected Health Information ("PHI") it receives from HOSPITAL, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. COMPANY agrees to execute such further agreements deemed necessary by HOSPITAL to facilitate compliance with the HIPAA Regulations or any applicable state law. COMPANY shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. HOSPITAL and COMPANY shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.
- C. HOSPITAL shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit HOSPITAL, COMPANY and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. HOSPITAL and COMPANY shall share a common patient's PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

SECTION XII: BILLING

- A. HOSPITAL shall directly bill patients and/or third party payers for all professional and technical components.
- B. In furtherance of the foregoing and without limiting in any way the generality thereof, COMPANY agrees:
 - 1. To use its best efforts to ensure that all medical records for COMPANY's services provided to patients at the CSC are complete and accurate; and
 - 2. To assist HOSPITAL in the appeal of any denial of payment of HOSPITAL charges.

SECTION XIII: TERMINATION

- A. Termination
 - 1. Termination for Cause
This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is

given:

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by either party for its convenience; but only after the other party is given not less than one hundred eighty (180) calendar days written notice of its intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work; or
- c. If termination is for COMPANY's convenience, COMPANY shall refund to HOSPITAL a pro-rata portion of any prepaid fees received that correspond to the period after termination of this Agreement. Any requested refund shall be paid within thirty (30) days of written request.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
 - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section VI paragraph H.
 - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
 - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION XIV: INSURANCE

A. Industrial Insurance

1. COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices. COMPANY agrees to provide HOSPITAL with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. COMPANY agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement.
2. As an independent contractor, COMPANY shall be fully responsible for premiums related to accident and compensation benefits for its direct employees as required by the industrial insurance laws of the State of Nevada.

B. Professional Liability Insurance

1. COMPANY shall carry professional liability insurance on its clinical staff members and employees at its own expense in accordance with the minimums established by the Bylaws of the Medical Staff and related manuals. Said insurance shall annually be certified to HOSPITAL's Administration and Medical Staff, as necessary.

C. If COMPANY does not maintain such coverages as stated in this Section, COMPANY agrees that HOSPITAL may withhold payment, order COMPANY to stop work, suspend this Agreement or terminate this Agreement.

SECTION XV: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or certified U.S. mail, return receipt requested at the following addresses:

TO HOSPITAL: University Medical Center of Southern Nevada
 Attn: Legal Department
 1800 W. Charleston Blvd.
 Las Vegas, NV 89102

TO COMPANY: Nevada Behavioral Health Systems
 Attn: CEO
 3321 N. Buffalo Dr., Ste. 200
 Las Vegas, NV 89129

SECTION XVI: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

D. Public Funds / Non-Discrimination

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

E. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of

HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. 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 this 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 COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

K. Covenant

COMPANY 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. COMPANY further covenants, to its knowledge and ability, that in the performance of said services that no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL's confidential information.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all

facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

O. Public Records

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

P. Publicity

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

Q. Clark County Business License / Registration

COMPANY warrants that it has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

R. Prohibition Against Israel Boycott

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

S. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

T. Survival of Terms

Unless otherwise stated, all of HOSPITAL and COMPANY's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

U. Waiver; Severability

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

V. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings,

representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of this Agreement and any attached exhibits, appendices or other materials, this Agreement shall take precedence.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

FUNDAMENTAL BEHAVIORAL HEALTH SERVICES, LLC D/B/A
NEVADA BEHAVIORAL HEALTH SYSTEMS

By: 
SCOTT HILLEGASS
Chief Executive Officer

8/15/24
DATE

EXHIBIT A
CRISIS STABILIZATION CENTER ADMINISTRATIVE SERVICES
SCOPE OF WORK

I. Scope of Work (Background):

COMPANY will provide to HOSPITAL crisis stabilization services, defined as behavioral/mental health services designed to: (i) de-escalate or stabilize a behavioral crisis; (ii) when appropriate, avoid admission of a patient to another inpatient mental health facility or hospital; and (iii) connect the patients with providers for ongoing care as appropriate for the unique needs of each patient (in accordance with NRS 449.0915) (the "Services").

II. Service Requirements:

- A. All Services will be provided at HOSPITAL's Crisis Stabilization Center ("CSC"), 5409 E. Lake Mead Blvd., Las Vegas, NV 89156. Services will not be provided at any other location unless otherwise agreed to in writing by the parties.
- B. COMPANY will provide expedited crisis stabilization for adult individuals (i.e., 18 years of age and over) that require immediate attention that cannot be adequately or safely addressed in a community setting.
- C. COMPANY will promptly conduct a comprehensive assessment of individuals who present at CSC and develop a treatment plan with emphasis on crisis intervention services necessary to stabilize and restore the individual to a level of functioning that can be managed at a lower level of care.
- D. COMPANY will ensure its Services at the CSC are in accordance with established administrative protocols, evidenced-based protocols for providing treatment, and evidence-based standards for documenting information concerning services rendered to recipients of such services in accordance with best practices for providing crisis stabilization services.
- E. COMPANY will ensure it has a policy structure in place that establishes, including but not limited to:
 - 1. Procedures to ensure that a mental health professional is onsite twenty-four (24) hours a day, seven (7) days a week;
 - 2. Procedures to ensure that a licensed psychiatrist, licensed mental health professionals or psychiatric Advanced Nurse Practitioners are available for consultation to direct care staff twenty-four (24) hours a day, seven (7) days a week;
 - 3. Procedures to ensure that all Mental Health Staff, social workers, community health workers, and peer support specialists (as defined per Chapter 449 of the Nevada Revised Statutes) are available to adequately meet the needs of recipients;
 - 4. Procedures to assure that restraint and seclusion are utilized only to the extent necessary to ensure the safety of patients and others; and
 - 5. Deliver crisis stabilization services to all adults who come in the door, whether as walk-ins or drop-offs from EMS, law enforcement or by a mobile crisis team.
- F. COMPANY shall utilize a data management tool to collect and maintain data relating to admissions, discharges, diagnoses and long-term outcomes for recipients of crisis stabilization services and provide such information to HOSPITAL upon request.
- G. COMPANY must include in its provision of Services at the CSC:
 - 1. Recovery orientation – in a manner that promotes concepts that are integral to recovery for individuals with behavioral/mental health issues including, without limitation, hope, personal empowerment, respect, social connections, self-responsibility and self-determination.
 - 2. Trauma-informed care – many individuals experiencing a behavioral/mental health crisis or substance use disorder have experienced some sort of trauma in the past.
 - 3. Significant use of peer staff – staff/individuals with lived experience who have something in common with the recipients needing help.
 - 4. Commitment to Zero Suicide/Suicide Safer Care Principles.
 - 5. Strong commitments to safety for consumers/staff.
 - 6. Collaboration with law enforcement.
 - 7. Active collaboration and participation with guardian and/or family members.

III. HOSPITAL Responsibilities:

- A. Provide an administrator to oversee all operations and to collaborate with COMPANY's onsite operational leader (i.e., Director of Crisis Engagement or Clinical Director).
- B. For endorsement renewals, which are done when the hospital licensure is due for renewal, HOSPITAL will submit:
 - 1. Proof that it meets the requirements per NRS 449.0915; and
 - 2. Proof that it is a rural hospital or is accredited by the Commission on Accreditation of Rehabilitation Facilities, the Center for Improvement in Healthcare Quality, DNV GL Healthcare, the Accreditation Commission for Health Care, or the Joint Commission, or their successor organizations.
- C. Provide limited lab services to meet the needs of the CSC through the use of onsite medical personnel, utilization of HOSPITAL-owned courier service, and use of HOSPITAL's primary lab located on the Campus at 1800 W. Charleston Boulevard.
- D. Ensure medical backup services are available either onsite or by written contract or agreement with another general acute care hospital. Medical backup means immediate access within reasonable proximity to healthcare services for medical emergencies.
- E. Provide the building and building maintenance services; utilities are to include electricity, water, sewer, trash, landscaping and pest control.
- F. HOSPITAL will provide food and nutrition services for CSC patients.
- G. HOSPITAL will provide security services (i.e., 24/7 onsite security staff and system cameras). HOSPITAL will determine the level of security required at the CSC.
- H. HOSPITAL will provide Medical and Support Staff. The Medical Staff will address the physical health assessment and treatment of medical needs of patients.
- I. HOSPITAL will ensure a patient's medical clearance prior to admission to the CSC. Upon arrival, a thorough medical screening will be provided by HOSPITAL's Medical Staff (MD/DO, APP or RN) to ensure the patient has no significant medical condition requiring medical attention. Should the need exist for additional medical treatment, HOSPITAL will initiate transport of patient to the necessary level of care. Upon medical clearance that is issued by HOSPITAL's Medical Staff, patients will then be transitioned to COMPANY's clinical Staff (see Section IV.C.1).
- J. Provide Epic access, HOSPITAL's electronic healthcare record (EHR) system, to access patient medical records. COMPANY agrees to use Epic or provide, at their cost, an operational interface with their preferred EHR system and Epic.
- K. Provide desktop computers (and if available, laptops), telephone landlines, internet and necessary equipment for COMPANY to properly perform the obligations required hereunder. HOSPITAL will also keep and maintain said equipment in good order and repair.
- L. HOSPITAL will pay requisite fees for State Audit pertaining to CSC Cost reporting.
- M. Licensing and Building Certifications and compliance with local and state Building Codes.
- N. HOSPITAL will retain all patient billing rights.

IV. COMPANY Responsibilities:

- A. COMPANY will collaborate and report to HOSPITAL's leadership structure as requested.
- B. Provide an onsite operational leader (i.e., Director of Crisis Engagement) to manage the clinical operations of the CSC and collaborate with HOSPITAL's administrator.
- C. COMPANY will provide the following Services at the CSC on a twenty-four (24) hours per day, seven (7) days per week basis:
 - 1. Screening – Upon medical clearance that is issued by HOSPITAL's physician, RN or APP, patients will be transitioned to a waiting area where vitals will be taken and basic needs tended to (food, water, bathroom, etc.). Patients then receive a comprehensive evaluation by COMPANY's trained clinicians which includes an evaluation of mental status, assessment for mental health and substance use disorders and diagnosis, an evaluation of risk of harm to self, others and property, and assessment of immediate needs. Patients assessed to have needs that can safely and effectively be addressed at the CSC will be admitted and moved to the assessment stage. Important considerations for the Screening Stage include:

- a. All patients entering the CSC will be screened for substance use and substance use disorder. If a patient is deemed to need medically supervised detoxification services, COMPANY maintains partnerships with local treatment providers and will facilitate a transition of care to ensure such patient receives the necessary level of care.
 - b. Initial triage and screening should identify any reasonable accommodations that need to be made for appropriate access to services.
2. Assessment and Intervention Planning – Patients appropriate for crisis stabilization will participate in service delivery offered by both clinical and non-clinical staff trained in crisis intervention. A comprehensive assessment of social determinants of health will be performed to identify the most appropriate intervention(s) to meet a patient's needs. Individualized assessment plans will focus on immediate stabilization of crisis and transition to lower level of care. These plans include, but are not limited to, psychiatry, counseling/social work, nursing and care coordination/case management.
3. Crisis Stabilization Intervention – COMPANY will employ a collaborative approach to intervention with patients on their treatment process. Some examples of essential therapeutic intervention categories that may be utilized in an individual's treatment plan include: (a) Individual counseling with COMPANY licensed therapists; (b) Group interventions delivered by professional staff and/or peer support personnel; (c) Medication management is performed by a licensed physician or other licensed professional working within the scope of their professional practice, medication management begins with a comprehensive evaluation of a patient's current medication regimen, including compliance with this present regimen; (d) Medication Assisted Treatment (MAT) is performed by a licensed physician or other licensed professional working within the scope of their professional practice, medication assisted treatment can be significantly effective in the treatment of opioid use disorder; and (e) Social Detoxification Services for patients who may be experiencing the effects of discontinuation of use of a particular substance without acute or significant physical withdrawal symptoms, COMPANY will provide an environment for appropriate social detoxification for a patient to safely and effectively experience the effects of substance withdrawal in a supervised environment.
4. Transition Planning and Discharge – COMPANY's case management staff will conduct an initial assessment of need that is integrated with the clinical assessment completed by the therapeutic team. The needs assessment completed by case management staff will assess eleven (11) domains of need to ensure that upon transition, a patient's needs are met for any social determinants of health in addition to recommended follow up care. When a patient is ready for transition, COMPANY's team will assist in facilitating the execution of the transition plan whether it involves connecting to family or significant others, arranging or providing transportation to their next location, or whatever the next step in the patient's plan may be. All patients receiving care from COMPANY at the CSC will receive follow up outreach within seventy-two (72) hours.
- D. COMPANY will use Epic or provide, at its cost, an operational interface with its preferred EHR and Epic, ensuring all relevant patient information transfers securely and appropriately. COMPANY is responsible for coordinating and working with HOSPITAL's IT Department to ensure a fully functioning EHR and Epic population.
- E. A medical record shall be maintained for each patient and shall contain the following items in addition to the requirements listed in the Medicaid Services Manual Section 403.9B(2):
 1. An assessment for substance use disorder and co-occurring mental health and substance abuse disorder, including a statement of the circumstances under which the individual was brought to the unit, and the admission date and time;
 2. An evaluation performed by a mental health professional to include at a minimum: the mental status examination; and an assessment of risk of harm to self, others, or property;
 3. Review of the individual's current safety plan;
 4. The admission diagnosis and what information the determination was based upon;
 5. Coordination with the individual's current treatment provider, if applicable;
 6. A plan for discharge, including a plan for follow-up that includes the name, address and telephone number of the provider of follow-up services; and
 7. The follow-up appointment date and time, if known.

- F. The clinical record must contain a crisis stabilization plan developed collaboratively with the recipient and/or guardian that includes: (1) Strategies and interventions to resolve the crisis in the least restrictive manner possible; (2) Language that is understandable to the recipient and members of the recipient's support system; and (3) Measurable goals for progress toward resolving the crisis and returning to an optimal level of functioning. If antipsychotic medications are administered, the clinical record must document: (a) The physician's attempt to obtain informed consent for antipsychotic medication; and (b) The reasons why any antipsychotic medication is administered over the recipient's objection or lack of consent.
- G. COMPANY will employ and maintain all necessary mental health professionals and technicians as listed in Section VI below. HOSPITAL acknowledges the need for staffing transitions and hiring that will continue to take place during the Implementation Period of this Agreement. HOSPITAL agrees that COMPANY's obligation to meet the staffing requirements specified in Section VI below will not be strictly enforced until after the Effective Date of this Agreement.
- H. COMPANY will, when needed, refer and place patients in an inpatient setting in less than twenty-four (24) hours from the time of admission to the receiving inpatient facility.
- I. COMPANY will provide housekeeping services twenty-four (24) hours-a-day.
- J. COMPANY will purchase all necessary office, cleaning, housekeeping, toiletries, laundry and breakroom supplies for the proper provision of Services at the CSC.
- K. CSC Admission Criteria:
 - 1. Accepts all adult patients, without regard to:
 - a. Race, ethnicity, gender, socioeconomic status, sexual orientation or place of residence of the patient; any social conditions that affect the patient; the ability of the patient to pay; or
 - b. Whether the patient is admitted voluntarily to the hospital pursuant to NRS 433A.140 or admitted to the hospital under an emergency admission pursuant to NRS 433A.150.
- L. After an initial medical clearance assessment performed by HOSPITAL's physician or other qualified health care professional on any adult patient who presents at the CSC:
 - 1. All individuals receiving crisis stabilization shall receive an assessment of their mental health. Assessment and stabilization services will be provided by the appropriate staff. If outside services are needed, a referral that corresponds with the individual's need shall be made.
 - 2. Has the personnel necessary to conduct a mental health examination of a patient pursuant to NRS 433A.165.
 - 3. Considers whether each patient would be better served by another facility and is responsible for the coordination with HOSPITAL to transfer a patient to another facility when appropriate.
- M. Crisis stabilization services include but are not limited to:
 - 1. Case management services including, without limitation, such services to assist patients to obtain housing, food, primary healthcare and other basic needs;
 - 2. Services to intervene effectively when a behavioral/mental health crisis occurs and address underlying issues that lead to repeated behavioral/mental health crisis;
 - 3. Treatment specific to the diagnosis of a patient; and
 - 4. Coordination of aftercare for patients including, without limitation, at least one (1) follow-up contact, or at least two (2) documented contact attempts, with the patient not later than seventy-two (72) hours after the patient was discharged.
- N. For COMPANY's provision of Services at the CSC, the best outcome is for patients to get better immediate care and a more positive behavioral/mental health crisis response with the overall intent to try to avoid inpatient hospitalization – if stabilization can be achieved in twenty-three (23) hours and fifty-nine (59) minutes.
- O. In a stay of less than twenty-four (24) hours, individuals in crisis will receive services from psychiatry, licensed mental health professionals, nursing staff, and significant support from peer support specialists to stabilize a crisis and return an individual to a level of functioning that can be managed on an outpatient basis.
- P. As appropriate, COMPANY will coordinate with patient's first Primary Care Provider appointment.
- Q. When a patient requires a higher level of care, such as, inpatient psychiatric acute hospitalizations, COMPANY will manage the

admission process and develop protocols for the seamless transition between CSC services and other levels of care; first by initiating contact with the facility's admissions department and identifying bed availability, followed by providing the clinical information, confirming acceptance and monitoring for the patient's arrival at the inpatient facility.

- R. For individuals who pose a threat of violence to themselves or others, or are actively suicidal, COMPANY will provide immediate intervention beyond the scope of crisis stabilization services. COMPANY will develop comprehensive emergency response plans for managing crises within the CSC, including protocols for handling violent or suicidal individuals and coordinating with external emergency and inpatient services.
- S. COMPANY will actively collaborate with all Emergency Services and all Emergency Medical Services (EMS) entities including, but not limited to, the Fire Department, Police Department and all affiliated entities. COMPANY will also actively collaborate with the Clark County Social Services and the City of Las Vegas to further the care and recovery of HOSPITAL's patients.
- T. COMPANY will create opportunities for community outreach and education. COMPANY will launch outreach initiatives to raise awareness about the availability and accessibility of CSC services within the community. COMPANY will offer education and training programs for stakeholders, including healthcare professionals, first responders, educators, and community members on recognizing and responding to mental health crises.
- U. COMPANY turn-around-time for key aspects of the crisis stabilization process, includes:
 - 1. Initial mental health assessment and triage within ten (10) minutes.
 - 2. Psychiatric evaluations completed within one (1) hour.
 - 3. Development of individualized treatment plans within two (2) hours.
 - 4. Coordination of follow-up care and discharge planning within four (4) hours.
- V. COMPANY will require its staff to maintain the appropriate state of Nevada license, certification or registration as required by the appropriate licensing board or authority. The license, certification or registration will be in good standing.
- W. COMPANY will participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken; and using established HOSPITAL mechanisms for appropriate follow up.
- X. Clinical staff members employed by COMPANY shall at all times hereunder, be members in good standing of HOSPITAL's Medical Staff or with HOSPITAL's Advanced Practice Professionals Manual, as deemed appropriate, with suitable clinical credentials and appropriate HOSPITAL privileging. Any of COMPANY's clinical staff members who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render services and will be replaced promptly by COMPANY. COMPANY shall replace a clinical staff member who is suspended, terminated or expelled, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement. In the event COMPANY replaces or adds a clinical staff member, such new clinical staff member shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement.
- Y. COMPANY agrees to notify HOSPITAL in writing within three (3) business days after COMPANY becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained herein or elsewhere in this Agreement. HOSPITAL shall, in its discretion, have the right to terminate this Agreement if COMPANY fails to notify HOSPITAL of such a breach and fails to immediately remove any clinical staff member that fails to meet any of the requirements in this Agreement.
- Z. COMPANY shall ensure that all medical record charts will be completed and signed in accordance with the timeframes set forth in the HOSPITAL Medical Staff Bylaws and related manuals.
- AA. COMPANY shall provide the following standardized reports on a monthly basis to HOSPITAL:
 - 1. Census Reports – e.g., number of persons served; turnaround times; average length of stay; daily discharges; daily inpatient psychiatric acute hospital discharges; readmission rate or rate of return to CSC or any ER; law enforcement drop-off times; etc.
 - 2. Referral Reports – e.g., percentage of referrals accepted from law enforcement, first responders; percentage not referred to ED for medical care; rates of referral to higher levels of services such as inpatient care; percentage of involuntary commitment referrals converted to voluntary; etc.

3. Discharge Reports – e.g., percentage completing an outpatient follow-up visit after discharge; percentage discharge to the community; percentage of individuals reporting improvement inability to manage future crisis.

Additional reports/metrics shall be mutually agreed upon by the parties.

V. CSC Implementation Timeline:

COMPANY has developed a 90-day draft conversion plan and timeline for the implementation of the CSC. This plan would begin from award of the business through post implementation:

Phase 1: Pre-Implementation (Days 1-30)
<p>Stakeholder Engagement and Planning (Days 1-5):</p> <ul style="list-style-type: none"> • Convene a stakeholder meeting to discuss PROJECT objectives, roles, and responsibilities. • Develop a project charter outlining goals, scope, timeline, and key deliverables to ensure all parties are aligned. <p>Staff Recruitment and Onboarding (Days 6-20):</p> <ul style="list-style-type: none"> • Begin recruitment process for key staff positions, including clinicians, peer support specialists, and administrative staff. • Develop job descriptions, conduct interviews, and make hiring decisions. • Develop and implement an onboarding program for new hires, including orientation to the CSC's mission, policies, and procedures. <p>Collaboration with HOSPITAL (Days 21-30):</p> <ul style="list-style-type: none"> • Establish communication channels with HOSPITAL leadership and relevant departments. • Identify opportunities for integration with HOSPITAL's services and systems. • Coordinate training sessions on HOSPITAL software and procedures for CSC staff.
Phase 2: Implementation and Integration (Days 31-60)
<p>Staff Training and Development (Days 31-45):</p> <ul style="list-style-type: none"> • Develop a comprehensive training plan for CSC staff, focusing on crisis intervention techniques, de-escalation strategies, cultural sensitivity, and use of HOSPITAL software. • Conduct training sessions, workshops, and simulations to ensure staff readiness. <p>Policy and Procedure Alignment (Days 46-50):</p> <ul style="list-style-type: none"> • Review existing policies and procedures to ensure alignment with HOSPITAL's standards and regulations. • Develop and implement new policies and procedures as needed. • Communicate changes to staff and stakeholders and provide training on updated protocols. <p>Testing and System Integration (Days 51-60):</p> <ul style="list-style-type: none"> • Conduct testing of systems and processes to ensure functionality and interoperability. • Collaborate with HOSPITAL's IT Department to integrate CSC systems with hospital networks. • Address any technical issues or discrepancies identified during testing.
Phase 3: Post-Implementation and Monitoring (Days 61-90)
<p>Communication and Outreach (Days 61-70):</p> <ul style="list-style-type: none"> • Develop a communication plan to inform stakeholders, including the community, about the CSC's services and resources. • Collaborate with community mental health providers, social service organizations, and law enforcement agencies to promote awareness and referrals.

Documentation and Reporting (Days 71-85):

- Establish documentation procedures for patient intake, assessments, treatment plans and outcomes.
- Implement electronic health record (EHR) systems and train staff on documentation requirements.
- Develop reporting mechanisms to track key performance indicators and outcomes.

Ongoing Monitoring and Evaluation (Days 86-90 and beyond):

- Conduct regular staff meetings and performance evaluations to monitor progress and address any issues or challenges.
- Collect feedback from staff, patients and stakeholders to identify areas for improvement.
- Review and revise policies, procedures and practices based on feedback and performance data.

VI. COMPANY Personnel:

COMPANY will provide the following onsite personnel to cover the twenty-four (24) hours a day, seven (7) days a week operation:

- A. **Director of Crisis Engagement [total of 1 FTE]** – serve as the dedicated onsite leader on the day shift to manage the clinical operations of the CSC and reports to the HOSPITAL's administrator. The position requires a valid Nevada license as a Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), or Clinical Professional Counselor (CPC).

Duties and responsibilities are to:

1. Oversee the day-to-day operations of the care coordination team, providing guidance, support, and leadership.
2. Develop and implement care coordination protocols, policies, and procedures to ensure efficient and effective coordination of patient care.
3. Collaborate with the HOSPITAL administrator, healthcare providers and interdisciplinary teams to facilitate timely and appropriate patient referrals, consultations, and transfers.
4. Monitor and evaluate the effectiveness of care coordination processes, identifying areas for improvement and implementing strategies to enhance patient outcomes.
5. Ensure compliance with regulatory requirements and quality standards related to care coordination.
6. Foster a culture of collaboration, communication, and teamwork among care coordination staff and other healthcare professionals.
7. Provide training, education, and mentorship to care coordination team members to enhance their skills and professional growth.
8. Participate in strategic planning and initiatives to enhance care coordination and patient experience.

- B. **Licensed Mental Health Professionals [total of 9 FTEs]** which includes a combination of Licensed Clinical Social Workers, Licensed Marriage and Family Therapists, and Licensed Clinical Professional Counselors to provide 24-hour coverage – responsible for providing behavioral health services to patients. This role involves conducting assessments, developing treatment plans, and delivering therapeutic interventions to individuals and families to support their mental and emotional well-being. Duties and responsibilities are to:

1. **Assessment:** Conduct comprehensive biopsychosocial assessments to understand patients' needs, strengths, and challenges.
2. **Treatment Planning:** Develop individualized treatment plans based on assessment findings and collaborate with patients to establish achievable goals.
3. **Therapeutic Interventions:** Provide evidence-based therapeutic interventions, including individual, family, and group therapy, to address patients' mental health concerns.
4. **Crisis Intervention:** Offer crisis intervention services to patients experiencing acute emotional distress or in need of immediate support.
5. **Case Management:** Coordinate and advocate for patients' access to appropriate resources and services, including referrals to external agencies when necessary.
6. **Progress Monitoring:** Regularly evaluate and document patients' progress and adjust treatment plans as needed.

7. Documentation: Maintain accurate and timely clinical records, ensuring compliance with legal and ethical standards.
 8. Collaboration: Collaborate with multidisciplinary teams, including psychiatrists, nurses and other mental health professionals, to provide comprehensive care.
 9. Education: Offer psychoeducation to patients and their families, promoting mental health awareness and coping strategies.
 10. Ethical Practice: Adhere to the highest ethical standards, maintaining patient confidentiality and respecting cultural diversity.
 11. Continuing Education: Stay updated on the latest developments in the field of clinical social work through ongoing professional development and training.
- C. **Psychiatric Advanced Nurse Practitioners [total of 8.4 FTEs]** – provide 24-hour coverage. Duties and responsibilities are to:
1. Provide crisis intervention and stabilization.
 2. Intake screening, evaluation and triage.
 3. Case management.
 4. Provide education and support.
 5. Teaching self-care activities.
 6. Administering and monitoring medications.
 7. Managing assaultive or violent clients.
 8. Discharging patients and referring patients to appropriate level of care.
 9. Maintaining accurate and thorough medical and mental records of services delivered to patients.
 10. Reviewing referrals from the community.
 11. Coordinating transfers to inpatient psychiatric beds.
- D. **Social Workers [total of 5 FTEs]** – provide 24-hour coverage. Duties and responsibilities are to:
1. Complete psychosocial assessment.
 2. Engage with the patient to gain insight into their emotions and needs.
 3. Connect patient to appropriate community resources.
 4. Connect patients to appropriate outpatient programs and services.
 5. Educate the patient, family and peer support of the benefits of active participation.
 6. Engage the family, caregivers and peer support to actively participate.
 7. Provide education for patient, family, caregivers and peer support.
 8. Provide care coordination.
- E. **Peer Recovery Support Specialists [total of 7 FTEs]** – provide 24-hour coverage. Peer on both the morning and swing shift, and one (1) on the overnight shift. Duties and responsibilities are to:
1. Engage with individuals receiving mental health services, offering empathetic and non-judgmental support.
 2. Share personal experiences of recovery to inspire and connect with patients on a peer-to-peer level.
 3. Actively listen to patients, encouraging them to express their feelings, concerns, and aspirations.
 4. Collaborate with the treatment team to develop individualized recovery plans and goals.
 5. Assist patients in identifying and accessing appropriate community resources and support networks.
 6. Facilitate peer support groups and recovery-focused activities, promoting a sense of community and empowerment.
 7. Provide education on mental health topics, self-care strategies, and coping skills.
 8. Advocate for patients' rights and needs, helping them navigate systems and overcome barriers.
 9. Document patient interactions and progress accurately and in a timely manner.
 10. Engage in ongoing professional development and training to enhance peer support skills.
- F. **Certified Community Health Workers (CHW) [total of 5 FTEs]** – provide 24-hour coverage. They serve as a liaison/link/intermediary between health/social services and the community to facilitate access to services and improve the quality-of-service delivery. Duties and responsibilities are to:
1. Determine individuals' healthcare needs, including physical, emotional, and social aspects, through interviews, medical record reviews, and collaboration with healthcare professionals.

2. Works with the team that includes care coordination and case management.
 3. Make referrals and provide follow-up.
 4. Documenting and tracking individual data.
 5. Provide individual support and coaching.
 6. Motivate and encourage individuals to obtain care and other services.
 7. Support self-management of chronic conditions.
 8. Plan and/or lead support groups.
 9. Connecting individuals to resources and advocating for their needs.
 10. Build individual and community capacity.
 11. Participate in design, implementation and interpretation of individual-level assessments.
 12. Participate in design, implementation and interpretation of community-level assessments.
 13. Case-finding/recruitment of individuals, families and community groups to services and systems.
- G. **Mental Health Technicians (MHT) [total of 8.4 FTEs]** – provide 24-hour coverage and assist with the implementation of treatment plans, ensure the safety and well-being of patients, and facilitating therapeutic activities to promote their recovery. Duties and responsibilities are to:
1. Provide direct support and supervision to individuals with behavioral health needs, ensuring their safety and well-being.
 2. Welcome and engage individuals visiting the CSC, establishing a trusting and supportive relationship.
 3. Provide empathetic and non-judgmental support to individuals contacting the CSC seeking behavioral health assistance.
 4. Facilitate therapeutic activities and interventions, such as group discussions, recreational programs, and life skills training.
 5. Monitor and document individuals' progress, behaviors, and responses to interventions.
 6. Collaborate with the treatment team to develop and implement comprehensive support plans.
 7. Offer emotional support and crisis intervention as needed, maintaining a calm and therapeutic environment.
 8. Advocate for individuals' rights, needs and preferences, ensuring a person-centered approach to care.
- H. **Housekeepers [total of 6 FTEs]** – provide 24-hour coverage. Duties and responsibilities are to:
1. Ensure that patient rooms and common areas are free from hazards and potential items that could be used for self-harm.
 2. Maintain patient beds and chairs properly sanitized.
 3. Perform a routine cleaning schedule.
 4. Collaborate closely with the clinical team, including psychiatric nurses and social workers, to ensure that the environment supports the therapeutic goals of the patient's treatment plan. They may receive specific training on interacting with behavioral health patients and responding to crisis situations.
 5. Handle the proper disposal of medical waste and other trash.
 6. Replenish patient supplies such as toilet paper, tissues, soap and hand sanitizer, ensuring patients have access to necessary items for personal hygiene.
 7. Handle laundry services at the CSC.
- I. **Operations Director [total of 1 FTE]** – responsible for overseeing and managing the day-to-day operations. Duties and responsibilities are:
1. Developing and implementing operational strategies, plans and initiatives aligned with the CSC's goals and objectives.
 2. Managing and optimizing operational processes and workflows to enhance efficiency, productivity and cost-effectiveness.
 3. Monitoring and analyzing operational performance metrics to identify areas for improvement and implementing corrective actions.
 4. Collaborating with cross-functional teams, such as sales, marketing and finance, to ensure seamless coordination and alignment of operational activities.
 5. Managing and developing a high-performing operations team, including hiring, training and performance evaluations.
 6. Establishing and maintaining effective vendor and supplier relationships to ensure the timely delivery of goods and services.

7. Ensuring compliance with regulatory requirements and industry standards related to operations.
8. Identifying and implementing technology solutions and tools to streamline operations and enhance productivity.
9. Continuously assessing market trends, customer needs, and competitive landscape to drive operational innovation and improvement.
10. Collaborating with senior management and providing operational insights and recommendations to support strategic decision-making.

COMPANY shall coordinate the schedules of its personnel and make this available to HOSPITAL's administrator on a monthly basis to ensure that patients have adequate services coverage at all times. Below is the shift coverage to be provided by each type of personnel and the number of FTEs:

	6:00 AM to 2:00 PM	2:00 PM to 10:00 PM	10:00 PM to 6:00 AM	Total	Annual
Position	Day	Mid/Swing	Night	Per Day	Full Time Equivalent
5 Days Per Week					
Director of Crisis Engagement	1			1	1
Operations Director		1		1	1
24/7 Coverage					
Psychiatric Advanced Nurse Practitioners	2	2	2	6	8.4
Licensed Clinicians (LCSW, LMFT, CPC)	2	2	2	6	9
Social Workers	1	1	1	3	5
Peer Recovery Support Specialists	2	2	1	5	7
Certified Community Health Workers (Care Coordinators)	1	1	1	3	5
Mental Health Technicians	2	2	2	6	8.4
Housekeepers	1	2	1	4	6

Daily Licensed Clinician Breakdown:	6:00 AM to 2:00 PM	2:00 PM to 10:00 PM	10:00 PM to 6:00 AM
Position	Day	Mid/Swing	Night
Licensed Clinical Social Workers (LCSW)	1	1	1
Licensed Marriage and Family Therapists (LMFT)		1	
Clinical Professional Counselors (CPC)	1		1

VII. Performance Measures:

COMPANY agrees to the following metrics:

- A. Average Length of stay (in hours): less than or equal to twelve (12) hours.
- B. 48-hour Recidivism rate (i.e., rate of return to CSC or any ER): less than or equal to ten percent (10%).
- C. Follow up by a qualified health care professional: seventy-five percent (75%) of patients contacted, or at least two (2) documented attempts are made to contact the patient or registered guardian if applicable; and if applicable, the insurance case manager, within forty-eight (48) hours of discharge to the community to validate follow up with appointment(s) and the taking of prescribed medications (not applicable for inpatient referrals).

EXHIBIT B INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. 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 this Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL 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. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL 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 HOSPITAL 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:** Subject to Paragraph F of this Exhibit, COMPANY 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:** Subject to Paragraph F of this Exhibit, COMPANY 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 COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY 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 HOSPITAL.
- J. **Workers' Compensation:** COMPANY 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.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY 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: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information **must** be filled in by COMPANY's Insurance Company representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.
 - 2. COMPANY's name, complete address, phone and fax numbers.
 - 3. Insurance Company'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
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (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
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

10/15/2024

DATE (MM/DD/YYYY)

8/1/2024

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 ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.		18058
INSURER B : Hartford Insurance Co of the Southeast		38261
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 20807607 **REVISION NUMBER:** XXXXXXXX

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	PHPK2613053	10/15/2023	10/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	PHPK2613053	10/15/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	PHUB885367	10/15/2023	10/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	34WECAN1NZK	8/30/2024	8/30/2025	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP 2024-04 Crisis Stabilization Center Administrative Services

CERTIFICATE HOLDER

CANCELLATION See Attachment

20807607

University Medical Center of Southern Nevada
c/o Legal Department
Attn: Kristine Sy
1800 W. Charleston Blvd.
Las Vegas, NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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
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 PROJECT.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Fundamental Behavioral Health Services, LLC				
(Include d.b.a., if applicable)		Nevada Behavioral Health Systems				
Street Address:		3321 N Buffalo Dr, Suite 200			Website: www.nvbhs.com	
City, State and Zip Code:		Las Vegas, NV 89129			POC Name: Kelly Rimmel Email: kremmel@nvbhs.com	
Telephone No:		702-857-8800			Fax No: 702-857-8801	
Nevada Local Street Address: (If different from above)					Website:	
City, State and Zip Code:					Local Fax No:	
Local Telephone No:					Local POC Name: Email:	

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Scott Hillegass	CEO	27%
Robert Boswell	President	8%

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 Executive Vice President Title	Abby Grossa Print Name 5-7-2024 Date
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: Emerging Issues	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
August 21, 2024

Agenda Item #

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