



UMC Audit and Finance Committee Meeting

Wednesday, December 4, 2024 2:00 p.m.

UMC Trauma Building - Providence Suite - 5th Floor

Las Vegas

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
December 4, 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 November 6, 2024. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

SECTION 2: BUSINESS ITEMS

4. Receive the monthly financial report for October FY25; and direct staff accordingly. *(For possible action)*

5. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*
6. Review and recommend for ratification by the Governing Board the First Amendment to the Consulting Provider Agreement with Health Plan of Nevada for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
7. Review and recommend for ratification by the Governing Board the Second Amendment to Medicaid / Nevada Check-up Consulting Provider Agreement with Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for ratification by the Governing Board the Second Amendment to Individual / Group Provider Service Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc., for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for ratification by the Governing Board the Third Amendment to Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for ratification by the Governing Board the National Transplant Services Agreement with Kaiser Foundation Hospitals for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Governing Board the Provider Services Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Governing Board the Memorandum of Understanding with SCAN Health Plan Nevada for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Governing Board the Agreement with Optiv Security Inc. for the Exabeam Fusion Platform; authorize the Chief Executive Officer to execute future Order Forms within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
14. Review and recommend for approval by the Governing Board the RQI Program Renewal Change Order No. 2 with RQI Partners, LLC for CPR training services; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
15. Review and recommend for approval by the Governing Board the Agreement with Tegria Services Group – US, Inc. for the Epic Forms Conversion Project; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
16. Review and recommend for award by the Governing Board, the RFP No. 2024-09 for Out-of-State Medicaid Billing and Collections to Firm Revenue Cycle Management Services, LLC; authorize the Chief Executive Officer to sign the Service Agreement, and

execute any extension options and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

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

SECTION 3: EMERGING ISSUES

18. 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
November 6, 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 2:00 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:

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

Absent:

None

Others Present:

Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Chris Jones, Executive Dir. Of Support Services
Shana Tello, Academic and External Affairs Administrator
Susan Pitz, General Counsel
Lia Allen, Assistant General Counsel - Contracts
Stephanie Ceccarelli, Board Secretary
BDO USA, LLP Representatives

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 October 23, 2024. (For possible action)

FINAL ACTION:

A motion was made by Member Mackay that the minutes be approved as recommended. 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 Receive and recommend for acceptance by the Governing Board the Fiscal Year 2024 Basic Financial Statements and Single Audit Information from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly. (*For possible action*)

DOCUMENTS SUBMITTED:

- Presentation – Audit Wrap-Up
- Basic Financial Statement and Single Audit

DISCUSSION:

John Barry, Engagement Partner, Aaron Rios, Engagement Director and Trupti Jadav, Engagement Senior presented the BDO Audit wrap-up for fiscal year 2024.

The status of the audit was reviewed. The audit of the financial statements and the schedule expenditure of federal awards have been completed. The audit objectives and the scope of work performed were reviewed. An unmodified opinion was issued on the hospital's financial statements and single audit report, which included the schedule of expenditures of federal awards (SEFA), and on compliance requirements that could have direct and material effect on each major federal program.

Results of the audit, including accounting practices, policies and estimates were reviewed. There were no significant changes in accounting policies and practices during FY2024. Significant accounting estimates were disclosed in Note 1 of the financial statements. A summary of recently issued accounting pronouncements is included in Note 2. No significant changes were made to the processes or significant assumptions used to develop the significant accounting estimates in 2024. The quality of the hospital financial reporting was appropriate.

There were no corrected or uncorrected misstatements related to accounts or disclosures that were presented to management.

Internal controls were reviewed, with no significant deficiencies or material weaknesses reported. There were also no significant changes in the planned audit strategy or any communication issues.

The Committee thanked the BDO representatives for their service to UMC and Ms. Wakem and her team for their work on the audit.

Ms. Wakem will provide a copy of the signed letter of representation to Chair Caspersen.

Links to the management quality report were provided.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to receive and accept the results of the BDO Audit Report and make a recommendation to the Governing Board to accept the BDO Audit Reports and Financial Statements as presented. Motion carried by unanimous vote.

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

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Ms. Wakem reminded the Committee that there were no October financial statements due to the early timing of the meeting this month.

FINAL ACTION TAKEN:

None taken

ITEM NO. 6 Review and recommend for ratification by the Governing Board the Amendment Two to the Hospital Agreement with Alignment Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Second Amendment to Hospital Services Agreement – Redacted
- Disclosure of Ownership

DISCUSSION:

This amendment will be effective December 1st and will extend the agreement through December 31, 2026. This amendment shall also add hospitalist, emergency physician and urgent care center service rates to the agreement.

FINAL ACTION TAKEN:

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

ITEM NO. 7 Review and recommend for approval by the Governing Board the First Amendment to Master Service Agreement for Architectural Design and Documentation Services with Encompass Studio LLC; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Master Service Agreement – First Amendment
- Disclosure of Ownership

DISCUSSION:

This is a request to increase funding and extend the term of the agreement for two years. The agreement may be terminated at any time upon 30 days' notice.

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. 8 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreements with DNV Healthcare USA Inc. for Management System Certification/Accreditation; authorize the Chief Executive Officer to execute any future amendments or addendums; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Management System Certification – Accreditation
- Business Associate Agreement
- Disclosure of Ownership

DISCUSSION:

This request is to enter into a new agreement with DNV Healthcare USA Inc. for Management System Certification/Accreditation. DNV will provide hospital accreditation and will help UMC meet regulatory requirements and improve patient safety and quality of care. This will be a three-year term and either party can term the agreement upon 60-days' notice.

The Committee inquired why the hospital is moving to a new vendor. Mr. Marinello responded that this new vendor will provide annual accreditation inspections and will increase quality of outcomes and keeps the facility current.

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 agreement. Motion carried by unanimous vote.

ITEM NO. 9 Review and recommend for approval by the Governing Board the Agreement with Insight Direct USA Inc. for the purchase of computers; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Quotation
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This purchase agreement will allow UMC to replace outdated computers systems that are not able to support Windows 11. This will be an HPG agreement.

FINAL ACTION TAKEN:

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

ITEM NO. 10 Review and recommend for ratification by the Governing Board the Telemedicine Professional Services Agreement (Pediatric Neurology) with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Telemedicine Professional Services Agreement
- Disclosure of Ownership

DISCUSSION:

This is a new one-year agreement for the vendor to provide tele neurology services for pediatric hospital patients. The ratification is requested, as the new agreement needed to be entered into prior to the November 1s effective date.

FINAL ACTION TAKEN:

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

ITEM NO. 11 Review and recommend for approval by the Governing Board the Equipment Schedule No. 018 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Equipment Schedule No. 018 & ProcCare
- Disclosure of Ownership

DISCUSSION:

This equipment schedule will add an equipment and service plan for neuro power and bone mill equipment. Upon expiration, UMC may option to purchase or return the equipment. This is a 24-month term and includes a service plan under HPG.

FINAL ACTION TAKEN:

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

ITEM NO. 12 Review and recommend for approval by the Governing Board the Amendment Six to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for Integrated Pest Management Program; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Integrated Pest Management Program – Amendment Six
- Disclosure of Ownership

DISCUSSION:

This amendment will extend the term of the agreement and add additional funding to provide services to new and existing locations.

FINAL ACTION TAKEN:

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

ITEM NO. 13 Review and recommend for approval by the Governing Board the Residency Affiliation Agreement for dental anesthesia training with The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas School of Dental Medicine; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Residency Affiliation Agreement

DISCUSSION:

This is a new residency program with the School of Dental Medicine. Dental residents will work at UMC for 2-years and provide consultative, operating room and emergency room treatment. This program is subject to commence on November 15th.

The Committee asked how many residents would be compensated. Ms. Tello responded that there would be three residents per year as they progress through the post graduate years. The third year is done in an outpatient setting. This is a separate program from GME. Ms. Tello continued with details regarding the program salary costs.

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.

SECTION 3: EMERGING ISSUES

ITEM NO. 14 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (For possible action)

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

There were none.

COMMENTS BY THE GENERAL PUBLIC:

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 2:27 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

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

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

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
December 4, 2024

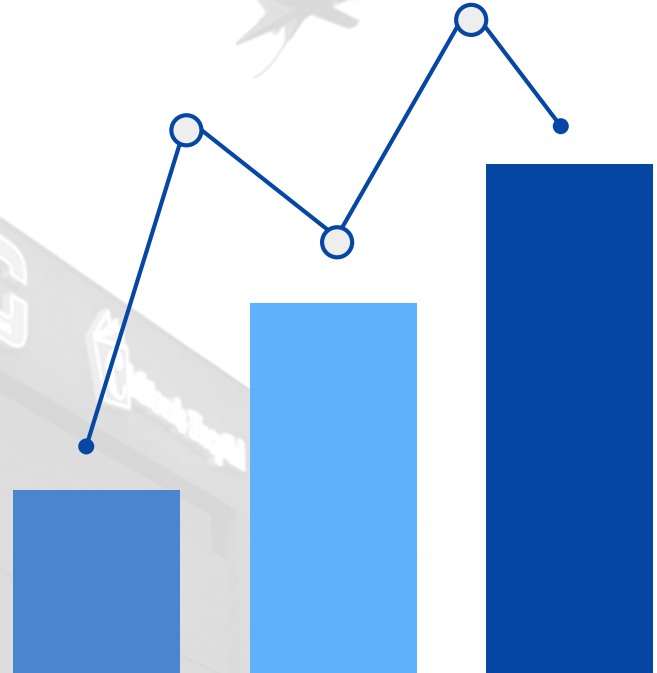
Agenda Item #

4



October 2024 Financials

AFC Meeting



KEY INDICATORS



| Current Month | Actual | Budget | Variance | % Var | Prior Year | Variance | % Var |
|---------------------|--------|--------|----------|----------|------------|----------|----------|
| APDs | 19,079 | 17,917 | 1,162 | 6.49% | 17,546 | 1,532 | 8.73% |
| Total Admissions | 1,911 | 1,976 | (65) | (3.29%) | 1,898 | 13 | 0.68% |
| Observation Cases | 882 | 922 | (40) | (4.34%) | 922 | (40) | (4.34%) |
| AADC (Hospital) | 591 | 556 | 35 | 6.30% | 538 | 54 | 9.96% |
| ALOS (Admits) | 6.08 | 5.78 | 0.30 | 5.25% | 5.83 | 0.25 | 4.29% |
| ALOS (Obs) | 1.23 | 1.23 | (0.00) | (0.07%) | 1.23 | (0.00) | (0.07%) |
| Hospital CMI | 1.99 | 1.86 | 0.13 | 7.00% | 1.86 | 0.14 | 7.00% |
| Medicare CMI | 2.01 | 2.10 | (0.09) | (4.29%) | 2.10 | (0.10) | (4.29%) |
| IP Surgery Cases | 898 | 860 | 38 | 4.42% | 793 | 105 | 13.24% |
| OP Surgery Cases | 770 | 627 | 143 | 22.81% | 557 | 213 | 38.24% |
| Transplants | 15 | 17 | (2) | (11.76%) | 17 | (2) | (11.76%) |
| Total ER Visits | 9,076 | 9,464 | (388) | (4.10%) | 9,278 | (202) | (2.18%) |
| ED to Admission | 12.68% | - | - | - | 11.78% | 0.90% | - |
| ED to Observation | 8.97% | - | - | - | 9.67% | (0.70%) | - |
| ED to Adm/Obs | 21.65% | - | - | - | 21.45% | 0.20% | - |
| Quick Cares | 16,106 | 16,578 | (472) | (2.85%) | 16,153 | (47) | (0.29%) |
| Primary Care | 7,772 | 6,584 | 1,188 | 18.04% | 6,452 | 1,320 | 20.46% |
| UMC Telehealth - QC | 410 | 558 | (148) | (26.52%) | 547 | (137) | (25.05%) |
| OP Ortho Clinic | 2,354 | 2,183 | 171 | 7.82% | 1,744 | 610 | 34.98% |
| Deliveries | 99 | 144 | (45) | (31.16%) | 141 | (42) | (29.79%) |

TRENDING STATS



| | Oct- 23 | Nov- 23 | Dec- 23 | Jan- 24 | Feb- 24 | Mar- 24 | Apr- 24 | May- 24 | Jun- 24 | Jul- 24 | Aug- 24 | Sep- 24 | Oct- 24 | 12-Mo Avg | Var |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|---------|
| APDs | 17,546 | 17,894 | 19,201 | 18,919 | 17,882 | 18,173 | 18,399 | 18,211 | 18,364 | 18,939 | 19,364 | 18,169 | 19,079 | 18,422 | 657 |
| Total Admissions | 1,898 | 1,930 | 1,959 | 1,838 | 1,838 | 1,931 | 1,877 | 1,966 | 1,861 | 1,897 | 1,923 | 1,829 | 1,911 | 1,896 | 15 |
| Observation Cases | 922 | 844 | 903 | 822 | 924 | 941 | 900 | 927 | 1,001 | 871 | 848 | 926 | 882 | 902 | (20) |
| AADC (Hospital) | 538 | 566 | 584 | 584 | 579 | 553 | 581 | 557 | 587 | 584 | 603 | 579 | 591 | 575 | 17 |
| ALOS (Adm) | 5.83 | 5.75 | 6.55 | 6.85 | 6.34 | 6.25 | 6.04 | 6.22 | 5.57 | 6.16 | 6.24 | 6.23 | 6.08 | 6.17 | (0.09) |
| ALOS (Obs) | 1.23 | 1.39 | 1.41 | 1.42 | 1.66 | 1.46 | 1.28 | 1.31 | 1.44 | 1.41 | 1.37 | 1.30 | 1.23 | 1.39 | (0.16) |
| Hospital CMI | 1.86 | 1.80 | 1.92 | 1.84 | 1.89 | 1.92 | 1.76 | 1.93 | 1.92 | 2.03 | 1.90 | 1.90 | 1.99 | 1.89 | 0.10 |
| Medicare CMI | 2.10 | 2.04 | 2.06 | 2.05 | 2.23 | 2.35 | 2.03 | 2.19 | 2.06 | 2.15 | 2.64 | 2.13 | 2.01 | 2.17 | (0.16) |
| IP Surgery Cases | 793 | 771 | 794 | 768 | 760 | 814 | 790 | 827 | 800 | 841 | 857 | 836 | 898 | 804 | 94 |
| OP Surgery Cases | 557 | 531 | 541 | 604 | 558 | 577 | 589 | 630 | 590 | 674 | 660 | 661 | 770 | 598 | 172 |
| Transplants | 17 | 13 | 15 | 11 | 13 | 18 | 14 | 16 | 18 | 15 | 17 | 19 | 15 | 16 | (1) |
| Total ER Visits | 9,278 | 9,054 | 9,092 | 9,035 | 8,329 | 8,859 | 9,015 | 9,470 | 8,753 | 8,688 | 8,951 | 8,949 | 9,076 | 8,956 | 120 |
| ED to Admission | 11.78% | 13.32% | 12.49% | 12.02% | 12.95% | 12.07% | 12.67% | 12.08% | 11.89% | 13.43% | 12.99% | 12.09% | 12.68% | 12.48% | 0.20% |
| ED to Observation | 9.67% | 9.05% | 9.80% | 11.28% | 10.96% | 11.68% | 10.54% | 10.13% | 11.50% | 9.99% | 9.73% | 10.01% | 8.97% | 10.36% | (1.39%) |
| ED to Adm/Obs | 21.45% | 22.37% | 22.29% | 23.30% | 23.92% | 23.75% | 23.21% | 22.21% | 23.40% | 23.42% | 22.72% | 22.10% | 21.65% | 22.84% | (1.19%) |
| Quick Care | 16,700 | 18,084 | 20,938 | 19,879 | 17,848 | 18,099 | 18,467 | 18,369 | 15,538 | 14,205 | 15,840 | 15,678 | 16,106 | 17,470 | (1,364) |
| Primary Care | 6,452 | 6,523 | 5,427 | 7,476 | 7,537 | 7,147 | 7,562 | 7,753 | 7,052 | 7,423 | 7,903 | 6,894 | 7,772 | 7,096 | 676 |
| UMC Telehealth - QC | 547 | 633 | 785 | 718 | 575 | 577 | 580 | 566 | 503 | 468 | 490 | 456 | 410 | 575 | (165) |
| OP Ortho Clinic | 1,744 | 1,529 | 1,636 | 2,032 | 1,751 | 1,726 | 2,194 | 2,141 | 1,759 | 2,103 | 1,688 | 1,961 | 2,354 | 1,855 | 499 |
| Deliveries | 141 | 125 | 150 | 120 | 118 | 114 | 92 | 82 | 126 | 103 | 119 | 104 | 99 | 116 | (17) |

Payor Mix Trend



IP- Payor Mix 12 Mo Oct- 24

| Fin Class | Oct- 23 | Nov- 23 | Dec- 23 | Jan- 24 | Feb- 24 | Mar- 24 | Apr- 24 | May- 24 | Jun- 24 | Jul- 24 | Aug- 24 | Sep- 24 | Oct- 24 | 12-Mo Avg | Oct to Avg Var |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|----------------|
| Commercial | 17.92% | 16.95% | 17.39% | 16.91% | 17.11% | 18.53% | 17.96% | 17.48% | 13.69% | 15.50% | 17.20% | 17.56% | 18.12% | 17.02% | 1.10% |
| Government | 4.20% | 3.26% | 3.88% | 3.83% | 3.76% | 4.75% | 4.29% | 3.58% | 4.19% | 4.39% | 5.38% | 4.30% | 4.15% | 4.15% | (0.00%) |
| Medicaid | 44.39% | 43.48% | 44.58% | 45.70% | 44.65% | 42.06% | 40.75% | 40.11% | 43.05% | 44.78% | 43.06% | 41.22% | 40.76% | 43.15% | (2.39%) |
| Medicare | 30.44% | 31.12% | 27.78% | 29.78% | 29.73% | 29.71% | 31.47% | 34.07% | 31.89% | 29.78% | 29.48% | 31.56% | 32.04% | 30.57% | 1.47% |
| Self Pay | 3.05% | 5.19% | 6.37% | 3.78% | 4.75% | 4.95% | 5.53% | 4.76% | 7.18% | 5.55% | 4.88% | 5.36% | 4.93% | 5.11% | (0.18%) |

ED- Payor Mix 12 Mo Oct- 24

| Fin Class | Oct- 23 | Nov- 23 | Dec- 23 | Jan- 24 | Feb- 24 | Mar- 24 | Apr- 24 | May- 24 | Jun- 24 | Jul- 24 | Aug- 24 | Sep- 24 | Oct- 24 | 12-Mo Avg | Oct to Avg Var |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|----------------|
| Commercial | 18.52% | 17.60% | 18.10% | 18.81% | 18.89% | 19.30% | 18.61% | 17.37% | 17.25% | 17.90% | 18.17% | 18.58% | 19.12% | 18.26% | 0.86% |
| Government | 4.38% | 4.75% | 4.28% | 4.68% | 4.44% | 4.36% | 4.40% | 4.52% | 5.76% | 5.15% | 5.83% | 6.00% | 5.85% | 4.88% | 0.97% |
| Medicaid | 51.35% | 51.55% | 51.36% | 51.73% | 52.65% | 50.93% | 50.29% | 49.48% | 47.76% | 49.40% | 48.51% | 47.54% | 46.58% | 50.21% | (3.63%) |
| Medicare | 15.35% | 14.14% | 14.23% | 14.55% | 14.65% | 15.15% | 15.57% | 16.14% | 17.19% | 16.82% | 16.73% | 15.64% | 16.16% | 15.51% | 0.65% |
| Self Pay | 10.40% | 11.96% | 12.03% | 10.23% | 9.37% | 10.26% | 11.13% | 12.49% | 12.04% | 10.73% | 10.76% | 12.24% | 12.29% | 11.14% | 1.15% |

Payor Mix Trend



Surg IP- Payor Mix 12 Mo Oct- 24

| Surg IP | Oct- 23 | Nov- 23 | Dec- 23 | Jan- 24 | Feb- 24 | Mar- 24 | Apr- 24 | May- 24 | Jun- 24 | Jul- 24 | Aug- 24 | Sep- 24 | Oct- 24 | 12-Mo Avg | Oct to Avg Var |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|----------------|
| Commercial | 23.33% | 21.40% | 22.29% | 21.85% | 18.42% | 22.36% | 24.05% | 22.85% | 19.38% | 19.29% | 21.84% | 21.48% | 24.23% | 21.55% | 2.69% |
| Government | 5.42% | 4.15% | 5.29% | 4.29% | 4.47% | 5.65% | 5.06% | 3.26% | 7.50% | 6.96% | 6.33% | 8.54% | 5.04% | 5.58% | (0.54%) |
| Medicaid | 34.93% | 38.52% | 36.52% | 34.46% | 40.66% | 38.08% | 35.83% | 36.64% | 37.00% | 40.94% | 34.00% | 37.82% | 35.29% | 37.12% | (1.83%) |
| Medicare | 33.55% | 31.13% | 29.35% | 34.07% | 32.50% | 30.47% | 31.90% | 30.72% | 31.25% | 28.74% | 33.86% | 28.27% | 32.64% | 31.32% | 1.32% |
| Self Pay | 2.77% | 4.80% | 6.55% | 5.33% | 3.95% | 3.44% | 3.16% | 6.53% | 4.87% | 4.07% | 3.97% | 3.89% | 2.80% | 4.44% | (1.64%) |

Surg OP- Payor Mix 12 Mo Oct- 24

| Surg OP | Oct- 23 | Nov- 23 | Dec- 23 | Jan- 24 | Feb- 24 | Mar- 24 | Apr- 24 | May- 24 | Jun- 24 | Jul- 24 | Aug- 24 | Sep- 24 | Oct- 24 | 12-Mo Avg | Oct to Avg Var |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|----------------|
| Commercial | 33.75% | 30.70% | 33.46% | 32.67% | 26.34% | 31.72% | 34.47% | 33.97% | 34.75% | 30.09% | 34.39% | 31.76% | 34.05% | 32.34% | 1.71% |
| Government | 5.21% | 5.27% | 5.73% | 6.47% | 6.27% | 6.07% | 5.94% | 6.83% | 4.58% | 6.64% | 9.12% | 7.80% | 5.48% | 6.33% | (0.85%) |
| Medicaid | 31.24% | 33.52% | 35.85% | 35.49% | 39.07% | 31.20% | 32.26% | 30.79% | 36.60% | 38.15% | 32.46% | 35.03% | 31.12% | 34.31% | (3.19%) |
| Medicare | 28.55% | 29.57% | 22.74% | 23.88% | 27.60% | 28.25% | 26.32% | 26.67% | 22.54% | 22.99% | 19.82% | 22.32% | 28.37% | 25.10% | 3.27% |
| Self Pay | 1.25% | 0.94% | 2.22% | 1.49% | 0.72% | 2.76% | 1.01% | 1.74% | 1.53% | 2.13% | 4.21% | 3.09% | 0.98% | 1.92% | (0.94%) |

SUMMARY INCOME STATEMENT



| REVENUE | Actual | Budget | Variance | % Variance | |
|--|----------------------|----------------------|----------------------|------------------|---|
| Total Gross Patient Revenue | \$467,185,724 | \$446,480,325 | \$20,705,399 | 4.64% | ● |
| Net Patient Revenue | \$85,290,559 | \$80,139,865 | \$5,150,694 | 6.43% | ● |
| Other Revenue | \$5,848,881 | \$3,649,965 | \$2,198,917 | 60.24% | ● |
| Total Operating Revenue | \$91,139,441 | \$83,789,830 | \$7,349,611 | 8.77% | ● |
| Net Patient Revenue as a % of Gross | 18.26% | 17.95% | 0.31% | | |
| EXPENSE | Actual | Budget | Variance | % Variance | |
| Total Operating Expense | \$99,198,708 | \$84,808,683 | \$14,390,025 | 16.97% | ● |
| INCOME FROM OPS | Actual | Budget | Variance | % Variance | |
| Total Inc from Ops | (\$8,059,267) | (\$1,018,853) | (\$7,040,414) | (691.01%) | ● |
| Add back: Depr & Amort. | \$4,201,951 | \$4,061,799 | \$140,152 | 3.45% | |
| Tot Inc from Ops plus Depr & Amort. | (\$3,857,316) | \$3,042,947 | (\$6,900,263) | (226.76%) | ● |

SUMMARY INCOME STATEMENT MTD OCT



| REVENUE | Actual | Budget | Variance | % Variance | |
|--|-----------------------|----------------------|----------------------|------------------|---|
| Total Gross Patient Revenue | \$1,796,452,631 | \$1,757,701,855 | \$38,750,776 | 2.20% | ● |
| Net Patient Revenue | \$328,753,750 | \$318,100,158 | \$10,653,591 | 3.35% | ● |
| Other Revenue | \$20,321,572 | \$14,685,804 | \$5,635,768 | 38.38% | ● |
| Total Operating Revenue | \$349,075,321 | \$332,785,962 | \$16,289,359 | 4.89% | ● |
| Net Patient Revenue as a % of Gross | 18.30% | 18.10% | 0.20% | | |
| EXPENSE | Actual | Budget | Variance | % Variance | |
| Total Operating Expense | \$360,474,744 | \$336,832,515 | \$23,642,230 | 7.02% | ● |
| INCOME FROM OPS | Actual | Budget | Variance | % Variance | |
| Total Inc from Ops | (\$11,399,423) | (\$4,046,552) | (\$7,352,870) | (181.71%) | ● |
| Add back: Depr & Amort. | \$16,340,298 | \$16,530,049 | (\$189,751) | (1.15%) | |
| Tot Inc from Ops plus Depr & Amort. | \$4,940,875 | \$12,483,496 | (\$7,542,622) | (60.42%) | ● |
| Operating Margin (w/Depr & Amort.) | 1.42% | 3.75% | (2.34%) | - | |

SUMMARY INCOME STATEMENT TREND



| REVENUE | Oct- 23 | Nov- 23 | Dec- 23 | Jan- 24 | Feb- 24 | Mar- 24 | Apr- 24 | May- 24 | Jun- 24 | Jul- 24 | Aug- 24 | Sep- 24 | Oct- 24 | 12-Mo Avg | Oct to Avg Var |
|--|-----------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|-----------------|------------------|
| Total Gross Patient Revenue | \$400,966 | \$398,636 | \$410,625 | \$413,322 | \$403,919 | \$414,709 | \$410,789 | \$432,682 | \$420,167 | \$439,891 | \$450,194 | \$439,182 | \$467,186 | \$419,590 | \$47,595 |
| Net Patient Revenue | \$74,525 | \$72,590 | \$76,932 | \$86,254 | \$75,115 | \$83,175 | \$75,410 | \$80,978 | \$80,106 | \$80,186 | \$82,586 | \$80,691 | \$85,291 | \$79,046 | \$6,245 |
| Other Revenue | \$4,386 | \$2,770 | \$3,080 | \$3,592 | \$3,672 | \$3,192 | \$4,207 | \$4,155 | \$3,965 | \$6,098 | \$4,520 | \$3,854 | \$5,849 | \$3,958 | \$1,891 |
| Total Operating Revenue | \$78,910 | \$75,359 | \$80,012 | \$89,846 | \$78,787 | \$86,367 | \$79,616 | \$85,133 | \$84,071 | \$86,285 | \$87,106 | \$84,545 | \$91,139 | \$83,003 | \$8,136 |
| Net Patient Revenue as a % of Gross | 18.59% | 18.21% | 18.74% | 20.87% | 18.60% | 20.06% | 18.36% | 18.72% | 19.07% | 18.23% | 18.34% | 18.37% | 18.26% | 18.84% | (0.59%) |
| EXPENSE | Oct- 23 | Nov- 23 | Dec- 23 | Jan- 24 | Feb- 24 | Mar- 24 | Apr- 24 | May- 24 | Jun- 24 | Jul- 24 | Aug- 24 | Sep- 24 | Oct- 24 | 12-Mo Avg | Oct to Avg Var |
| Salaries, Wages and Benefits | \$47,643 | \$44,037 | \$50,493 | \$50,112 | \$49,109 | \$51,578 | \$50,292 | \$50,713 | \$47,316 | \$53,495 | \$54,764 | \$55,272 | \$61,433 | \$50,402 | \$11,031 |
| Supplies | \$13,165 | \$15,309 | \$15,488 | \$14,325 | \$14,015 | \$15,864 | \$13,764 | \$16,414 | \$16,103 | \$17,500 | \$15,777 | \$16,316 | \$20,374 | \$15,337 | \$5,037 |
| Other | \$16,403 | \$16,972 | \$17,204 | \$16,854 | \$16,101 | \$16,229 | \$16,317 | \$15,451 | \$14,804 | \$15,987 | \$16,252 | \$15,913 | \$17,391 | \$16,207 | \$1,184 |
| Total Operating Expense | \$77,211 | \$76,318 | \$83,186 | \$81,292 | \$79,225 | \$83,671 | \$80,374 | \$82,578 | \$78,223 | \$86,981 | \$86,793 | \$87,501 | \$99,199 | \$81,946 | \$17,252 |
| INCOME FROM OPS | Oct- 23 | Nov- 23 | Dec- 23 | Jan- 24 | Feb- 24 | Mar- 24 | Apr- 24 | May- 24 | Jun- 24 | Jul- 24 | Aug- 24 | Sep- 24 | Oct- 24 | 12-Mo Avg | Oct to Avg Var |
| Total Inc from Ops | \$1,699 | (\$959) | (\$3,174) | \$8,554 | (\$438) | \$2,696 | (\$757) | \$2,555 | \$5,848 | (\$697) | \$313 | (\$2,956) | (\$8,059) | \$1,057 | (\$9,116) |
| Add back: Depr & Amort. | \$3,834 | \$3,829 | \$3,849 | \$4,382 | \$3,987 | \$3,980 | \$4,061 | \$4,112 | \$4,141 | \$3,997 | \$4,060 | \$4,081 | \$4,202 | \$4,026 | \$176 |
| Tot Inc from Ops plus Depr & Amort. | \$5,533 | \$2,870 | \$675 | \$12,937 | \$3,549 | \$6,677 | \$3,303 | \$6,667 | \$9,989 | \$3,300 | \$4,373 | \$1,125 | (\$3,857) | \$5,083 | (\$8,940) |
| Operating Margin (w/Depr & Amort.) | 7.01% | 3.81% | 0.84% | 14.40% | 4.50% | 7.73% | 4.15% | 7.83% | 11.88% | 3.82% | 5.02% | 1.33% | (4.23%) | 6.12% | (10.36%) |

SALARY & BENEFIT EXPENSE



| | Actual | Budget | Variance | % Variance | |
|------------------|---------------------|---------------------|--------------------|---------------|---|
| Salaries | \$40,098,612 | \$35,028,324 | \$5,070,288 | 14.47% | ● |
| Benefits | \$17,393,494 | \$15,552,712 | \$1,840,782 | 11.84% | ● |
| Overtime | \$938,691 | \$1,036,502 | (\$97,811) | (9.44%) | ● |
| Contract Labor | \$3,002,430 | \$1,701,679 | \$1,300,751 | 76.44% | ● |
| TOTAL | \$61,433,227 | \$53,319,217 | \$8,114,010 | 15.22% | ● |
| Paid FTEs | 4,136 | 3,958 | 178 | 4.50% | ● |
| Paid FTEs (Flex) | 4,136 | 4,103 | 33 | 0.79% | ● |
| SWB per FTE | \$14,855 | \$13,473 | \$1,382 | 10.26% | ● |
| SWB/APD | \$3,220 | \$2,976 | \$244 | 8.20% | ● |
| SWB % of Net | 72.03% | 66.53% | - | 5.50% | ● |
| AEPOB | 6.72 | 6.85 | (0.13) | (1.87%) | ● |

SALARY & BENEFIT EXPENSE TREND



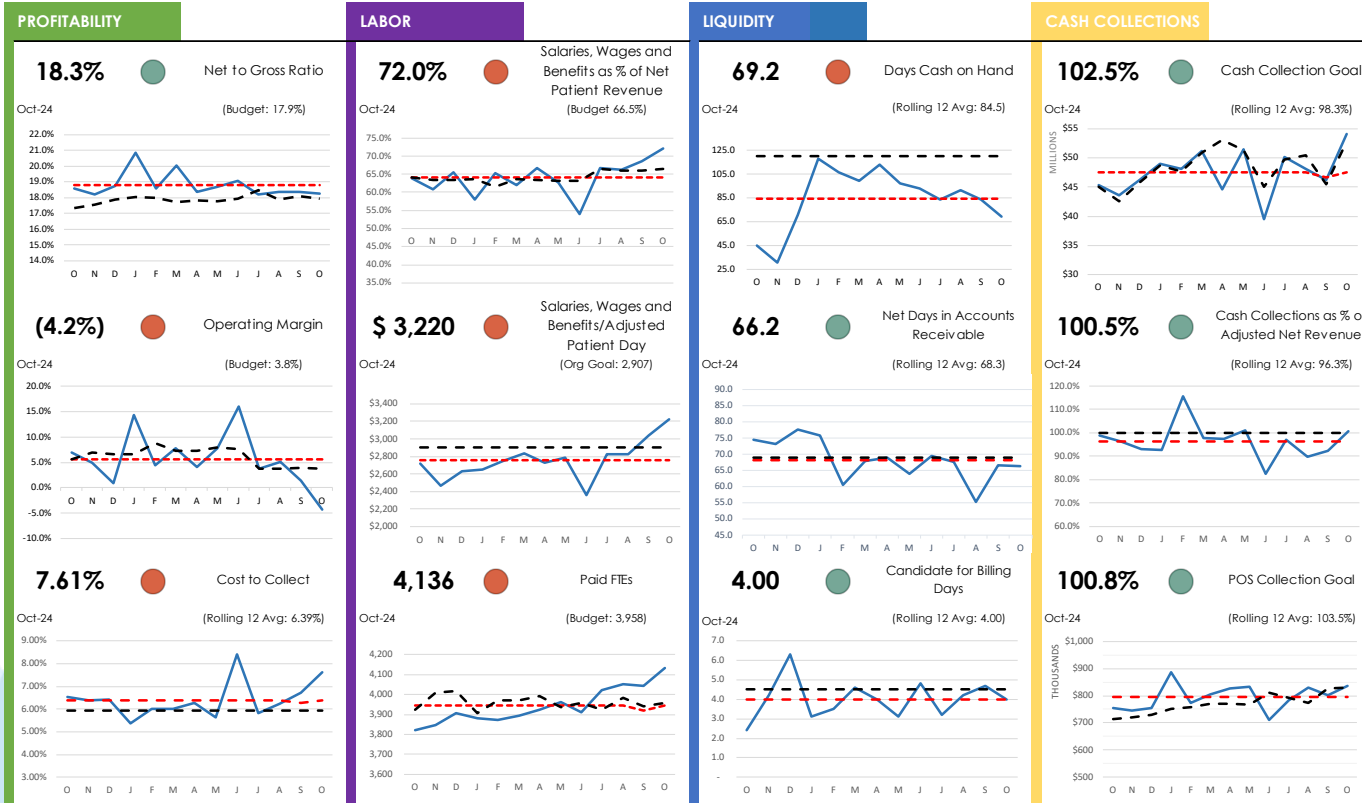
| SALARY & BENEFIT EXPENSE | Oct- 23 | Nov- 23 | Dec- 23 | Jan- 24 | Feb- 24 | Mar- 24 | Apr- 24 | May- 24 | Jun- 24 | Jul- 24 | Aug- 24 | Sep- 24 | Oct- 24 | 12-Mo Avg | Oct to Avg Var |
|--------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Salaries | \$31,516 | \$30,218 | \$32,609 | \$32,021 | \$31,556 | \$33,979 | \$31,917 | \$32,049 | \$30,960 | \$34,334 | \$36,161 | \$36,108 | \$40,099 | \$32,786 | \$7,313 |
| Benefits | \$14,491 | \$12,451 | \$14,282 | \$14,934 | \$13,870 | \$14,064 | \$14,998 | \$15,044 | \$13,126 | \$15,683 | \$15,856 | \$15,869 | \$17,393 | \$14,556 | \$2,838 |
| Overtime | \$1,115 | \$1,055 | \$1,230 | \$1,091 | \$1,067 | \$1,194 | \$1,025 | \$1,207 | \$969 | \$1,178 | \$1,264 | \$861 | \$939 | \$1,105 | (\$166) |
| Contract Labor | \$520 | \$313 | \$2,373 | \$2,067 | \$2,616 | \$2,342 | \$2,352 | \$2,413 | \$2,261 | \$2,300 | \$1,484 | \$2,434 | \$3,002 | \$1,956 | \$1,046 |
| Nursing | \$151 | \$96 | \$58 | (\$38) | \$85 | \$100 | \$92 | \$122 | \$84 | \$135 | \$69 | \$69 | \$106 | \$85 | \$21 |
| Physician | \$50 | \$42 | \$1,947 | \$2,213 | \$2,124 | \$1,655 | \$1,998 | \$1,895 | \$1,808 | \$1,663 | \$965 | \$1,669 | \$1,386 | \$1,503 | (\$116) |
| Other | \$319 | \$349 | \$367 | (\$108) | \$407 | \$587 | \$262 | \$396 | \$368 | \$501 | \$449 | \$696 | \$1,510 | \$383 | \$1,127 |
| TOTAL | \$47,643 | \$44,037 | \$50,493 | \$50,112 | \$49,109 | \$51,578 | \$50,292 | \$50,713 | \$47,316 | \$53,495 | \$54,764 | \$55,272 | \$61,433 | \$50,402 | \$11,031 |
| Paid FTE | 3,821 | 3,848 | 3,908 | 3,880 | 3,873 | 3,892 | 3,923 | 3,963 | 3,912 | 4,021 | 4,051 | 4,046 | 4,136 | 3,928 | 207 |
| SWB per FTE | \$12,470 | \$11,443 | \$12,919 | \$12,917 | \$12,679 | \$13,251 | \$12,820 | \$12,795 | \$12,095 | \$13,305 | \$13,520 | \$13,662 | \$14,855 | \$12,823 | \$2,032 |
| SWB/APD | \$2,715 | \$2,461 | \$2,630 | \$2,649 | \$2,746 | \$2,838 | \$2,733 | \$2,785 | \$2,577 | \$2,825 | \$2,828 | \$3,042 | \$3,220 | \$2,736 | \$484 |
| SWB % of Net | 63.93% | 60.67% | 65.63% | 58.10% | 65.38% | 62.01% | 66.69% | 62.63% | 59.07% | 66.71% | 66.31% | 68.50% | 72.03% | 63.80% | 8.23% |
| OT % of Productive | 2.79% | 3.11% | 3.21% | 3.12% | 3.05% | 3.26% | 2.99% | 3.39% | 2.93% | 3.09% | 3.03% | 2.46% | 2.01% | 3.04% | (1.03%) |
| AEPOB | 6.75 | 6.45 | 6.31 | 6.36 | 6.28 | 6.64 | 6.40 | 6.75 | 6.39 | 6.58 | 6.48 | 6.68 | 6.72 | 6.51 | 0.21 |

EXPENSES OCT



| | Actual | Budget | Variance | % Variance | |
|-----------------------------|---------------------|---------------------|--------------------|---------------|---|
| Professional Fees | \$2,364,259 | \$2,331,876 | \$32,383 | 1.39% | ● |
| Supplies | \$20,374,085 | \$15,266,733 | \$5,107,352 | 33.45% | ● |
| Purchased Services | \$7,637,439 | \$6,948,845 | \$688,593 | 9.91% | ● |
| Depreciation | \$2,590,059 | \$2,478,791 | \$111,268 | 4.49% | ● |
| Amortization | \$1,611,892 | \$1,583,008 | \$28,884 | 1.82% | ● |
| Repairs & Maintenance | \$1,395,671 | \$933,700 | \$461,972 | 49.48% | ● |
| Utilities | \$548,377 | \$699,555 | (\$151,177) | (21.61%) | ● |
| Other Expenses | \$1,068,885 | \$1,088,862 | (\$19,977) | (1.83%) | ● |
| Rental | \$174,814 | \$158,095 | \$16,719 | 10.58% | ● |
| Total Other Expenses | \$37,765,481 | \$31,489,465 | \$6,276,016 | 19.93% | ● |

KEY FINANCIAL INDICATORS



Actual ———
 Rolling Average - - - -
 Target - - - - -

ORGANIZATIONAL GOALS FINANCE/OPERATIONS



| | Jul | Aug | Sep | Oct | YTD | Target |
|---|-------------|-------------|-------------|---------------|-------------|--------------|
| Exceed fiscal year budgeted income from operations plus depreciation and amortization. | \$3,299,765 | \$4,373,033 | \$1,125,393 | (\$3,857,316) | \$4,940,875 | \$12,483,496 |
| Home ALOS with a target equal to or less than 4.25 | 4.55 | 4.30 | 4.70 | 4.29 | | 4.25 |
| ED to Observation target of 8.3% | 9.99% | 9.73% | 10.01% | 8.97% | | 8.30% |
| Labor utilization with a target equal to or less than SWB per APD of \$2,907 or Adjusted EPOB of 6.64 | | | | | | |
| SWB per APD of \$2,907 | \$2,825 | \$2,828 | \$3,042 | \$3,220 | | \$2,907 |
| Adjusted EPOB of 6.64 | 6.61 | 6.48 | 6.68 | 6.72 | | 6.64 |
| OR First Case On Time Start (FCOTS): Target is 80% | 61.70% | 62.50% | 60.00% | 64.71% | | 80.00% |

FY25 CASH FLOW



| | <u>October 2024</u> | <u>September 2024</u> | <u>August 2024</u> | <u>YTD of FY2025</u> |
|---|---------------------|-----------------------|--------------------|----------------------|
| Operating Activities | | | | |
| Cash received from patients and payors | 57,413,964 | 59,905,793 | 100,376,893 | 268,500,695 |
| Cash paid to vendors | (40,118,406) | (34,956,674) | (38,078,656) | (149,272,485) |
| Cash paid to employees | (51,586,469) | (47,545,833) | (41,615,092) | (179,058,485) |
| Other operating receipts/(disbursements) | 3,793,110 | 3,510,823 | 4,176,872 | 15,549,336 |
| Net cash provided by/(used in) operations | (30,497,800) | (19,085,890) | 24,860,018 | (44,280,938) |
| Investing Activities | | | | |
| Purchase of property and equipment, net | (4,587,613) | (863,140) | (2,925,573) | (16,275,719) |
| Interest received | 512,448 | 527,028 | 1,314,685 | 7,942,697 |
| Addition/ (reduction) from/ (to) donor-restricted cash | - | - | - | - |
| Addition/ (reduction) from/ (to) internally designated cash | (338,491) | (21,506,152) | 2,169,593 | (8,161,685) |
| Net cash provided by/(used in) investing activities | (4,413,656) | (21,842,265) | 558,704 | (16,494,707) |
| Financing Activities | | | | |
| From/(to) Clark County | - | - | - | - |
| Unrestricted donations and other | - | - | - | - |
| Borrowing/(repayment) of debt | - | - | - | - |
| Interest paid | - | - | - | - |
| Other | - | - | (2) | (2) |
| Net cash provided by/(used in) financing activities | - | - | (2) | (2) |
| Increase/(decrease) in cash | (34,911,456) | (40,928,155) | 25,418,720 | (60,775,647) |
| Cash beginning of period | 101,192,711 | 142,120,866 | 116,702,146 | 127,056,902 |
| Cash end of period | 66,281,255 | 101,192,711 | 142,120,866 | 66,281,255 |
| Unrestricted cash | 66,281,255 | 101,192,711 | 142,120,866 | 66,281,255 |
| Cash restricted by donor | 4,127,303 | 4,040,522 | 4,017,108 | 4,127,303 |
| Internally designated cash | 124,077,361 | 123,738,870 | 102,232,718 | 124,077,361 |

FY25BALANCE SHEET HIGHLIGHTS



| | <u>Oct 2024</u> | <u>Sep 2024</u> | <u>Aug 2024</u> |
|------------------------------|-----------------|-----------------|-----------------|
| CASH | | | |
| Unrestricted | \$ 66.3 | \$ 101.2 | \$ 142.1 |
| Restricted by donor | 4.1 | 4.0 | 4.0 |
| Internally designated | 124.1 | 123.7 | 102.2 |
| | <hr/> \$ 194.5 | <hr/> \$ 229.0 | <hr/> \$ 248.3 |
| NET WORKING CAPITAL | \$ 169.9 | \$ 183.2 | \$ 207.6 |
| NET PP&E | \$ 279.0 | \$ 275.1 | \$ 274.6 |
| LONG-TERM DEBT | \$ - | \$ - | \$ - |
| NET PENSION LIABILITY | \$ 716.8 | \$ 716.8 | \$ 716.8 |
| NET POSITION | \$ (205.3) | \$ (197.6) | \$ (195.1) |

**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
December 4, 2024

Agenda Item #

5

| 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 |
| 6 | NRS 332.115(1)(f) | No | Health Plan of Nevada, Inc. - Amendment | Amendment | No | 7/1/2024 - 12/31/2028 | 90 w/out cause | Revenue based on volume | Mangaged Care | Services to now include Orthopedic Surgery, Internal Medicine and Emergency Medicine. |
| 7 | NRS 332.115(1)(f) | No | Health Plan of Nevada, Inc. - 2nd Amendment | Amendment | No | 7/1/2024 - 12/31/2025 | 90 w/out cause | Revenue based on volume | Mangaged Care | Adding Internal Medicine, and Emergency Medicine to the Agreement. |
| 8 | NRS 332.115(1)(f) | No | Sierra Health and Life Insurance Company, Inc. - 2nd Amendment | Amendment | No | 4/1/2023 - 12/31/2025 | 90 w/out cause | Revenue based on volume | Mangaged Care | Adding Internal Medicine, and Emergency Medicine as services in the Agreement, and update reimbursement rates in Attachment(s). |
| 9 | NRS 332.115(1)(f) | No | Health Plan of Nevada, Inc. - 3rd Amendment | Amendment | No | 8/1/2024 - 10/31/2027 | 180 w/out cause | Revenue based on volume | Mangaged Care | Extending Term an additional 3 years and updates reimbursement rates. |
| 11 | NRS 332.115(1)(f) | No | Hometown Health - Professional Services Agreement | New Agreement | N/A | 12/1/2024 - 12/1/2025 | 120 w/out cause | Revenue based on volume | Mangaged Care | Reimbursement rate increase for Emergency Medicine Professional Services and Hospitalist Professional Services. |
| 10 | NRS 332.115(1)(f) | No | Kaiser Foundation - National Transplant Agmt | New Agreement | N/A | 7/1/2025 - 12/31/2026 | 90 w/out cause | Revenue based on volume | Mangaged Care | Establishes that UMC shall be paid for Authorized Covered Services rendered to Kaiser members at the negotiated compensation rates. |
| 12 | NRS 332.115(1)(f) | No | SCAN Health Plan NV - Memorandum of Understanding | New Agreement | N/A | 1/1/2025 - 12/31/2025 | 90 w/out cause | Revenue based on volume | Mangaged Care | Establishes that SCAN will compensate UMC for covered services provided to a SCAN member using Medical Allowable Rates and Reimbursements. |

| 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 |
| 13 | NRS 332.115(1)(h) | No | Optiv Security Inc. | New Contract | N/A | 3 Years | 30 days w/o cause | \$1,047,375 | N/A | None | IS-UMC | This Agreement with Optiv Security is for Exabeam Security Incident and Event Monitoring Platform. Exabeam helps UMC maintain HIPAA compliance by enhancing its ability to secure patient data, detect and respond to security threats, and demonstrate adherence to regulatory requirements. This platform offers protection for electronic protected health information, incident detection and response, auditing and logging, reporting, risk management, data retention, and monitoring. UMC will compensate Optiv a potential aggregate amount of \$1,047,375 for three (3) years from November 1, 2024 through November 23, 2027. |
| 14 | NRS 332.115.1(k) | No | RQI Partners, LLC | Change Order | No | 3 Years | 180 days w/o cause | Base Agreement \$499,695.04 Previous Change Orders \$483,680 Previous Quotes \$91,627.18 Change Order No. 3 \$894,450 Cumulative Total \$1,969,452.22 | None | Increase \$894,450 | Organizational Development & Clinical Education | This Change Order No. 2 is to: (i) extend the Term of the Agreement for three (3) years through October 31, 2027; and (ii) renew the subscription services for RQI Healthcare Provider BLS, ALS and PALS (3,700 licenses), and to provide 21 simulation stations for employee CPR training and recertification. |
| 15 | NRS 332.115(1)(b) | No | Tegria Services Group – US, Inc. | New Contract | N/A | 6 Months | 15 days w/o cause | \$300,000 | N/A | None | IS-UMC | This Agreement with Tegria is to transition all UMC forms currently built and captured in BottomLine (Logical Ink) to Epic forms. Tegria will design, build, and test the preferred electronic signature method and scanning workflow within Epic. They will also train IT staff to support the Epic forms build and the signature capture process. Additionally, Tegria will manage onboarding requirements, including planning, design, form creation, and workflow implementation. UMC will compensate Tegria \$300,000 for an estimated 6 months from January 13, 2025 through July 11, 2025. |
| 16 | RFP per NRS 332.065 | No | RFP NO. 2024-09 - Firm Revenue Cycle Management Services LLC | New Contract | N/A | Five Years | Yes - Right to terminate for convenience | NTE 1,000,000 Annually; NTE 5,000,000 in aggregate | N/A | N/A - % are identical to previous agreement post-amendment | PT Accounting | FIRM will provide out-of-state Medicaid billing and collection services to UMC, which include, in part, the following: (1) eligibility review and coverage determination; (2) authorization and notification; (3) billing and follow-up; (4) reimbursement review; and (5) provider enrollment. |
| 17 | Bid per NRS 338.1385 | No | ITB 2024-10 UMC Main Lobby Level 1 Remodel - JMB Construction, Inc. | New Contract | N/A | 90 days plus any days added by approved change order(s) | Yes - Right to terminate for convenience | \$1,916,829 | N/A | \$419,388 below cost estimate | Plant Operations | The improvement area is an approximately 26,310 square foot space, located on the first floor and consisting of the Main Hospital Lobby, "The Middle," and adjacent corridors at the aforementioned address. The scope includes the demolition of the existing security and information desk of the Main Hospital Lobby and the demolition of existing lighting throughout corridors. A new information desk and a new security desk are each to be constructed in different locations within the lobby. Artificial trees are to be removed. New desk and lighting at the area referred to as "The Middle" are to be provided. New LED lighting in the corridors is to be provided. |

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

| | |
|---|---------------------|
| Issue: Ratification of the First Amendment to the Consulting Provider Agreement with Health Plan of Nevada. | 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 the Consulting Provider Agreement with Health Plan of Nevada 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: 3/1/2024 – 12/31/2028
Amount: Revenue based on volume

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

BACKGROUND:

Since March 1, 2024, University Medical Center (“UMC”) has had a Consulting Provider Agreement with Health Plan of Nevada, Inc. (“HPN”) for managed care services (the “Agreement”).

This First Amendment to the Agreement, effective July 1, 2024, expands the definition of ‘Consulting Services’ to include the following services: Orthopedic Surgery, Internal Medicine (*inpatient and observation hospitalist services at UMC*), and Emergency Medicine (*emergency professional services at UMC*), also updates the compensation for newly included ‘Consulting Services’. Ratification was necessary as claims previously billed were in error, needing reprocessed at new rates. Additionally, physician credentialing team has been unable to credential new physicians without this Amendment executed.

UMC’s Director of Managed Care 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
December 4, 2024

Agenda Item #

6

HEALTH PLAN OF NEVADA, INC.
FIRST AMENDMENT TO
CONSULTING PROVIDER AGREEMENT

THIS AMENDMENT OF THE AGREEMENT is made and entered into as of July 1, 2024 by and between University Medical Center of Southern Nevada (hereinafter referred to as "CONSULTING PROVIDER") and Health Plan of Nevada, Inc., a corporation organized under the laws of the State of Nevada, and other future owned or managed companies (hereinafter referred to as "HEALTH PLAN").

RECITALS

WHEREAS, pursuant to a Consulting Provider Agreement with an effective date of March 1, 2024 by and between University Medical Center of Southern Nevada (CONSULTING PROVIDER) and HEALTH PLAN, CONSULTING PROVIDER has agreed to provide certain services for Members/Subscribers of HEALTH PLAN in exchange for certain described compensation.

WHEREAS, CONSULTING PROVIDER and HEALTH PLAN ("the PARTIES") have agreed to amend the Consulting Provider Agreement to specify terms and conditions of CONSULTING PROVIDER'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 CONSULTING PROVIDER agree that the Consulting Provider Agreement is amended as follows:

- I. **ARTICLE I. DEFINITIONS, Section D. "Consultant Services" shall be deleted in its entirety and replaced with the below:**
 - "D. "Consultant Services" means those Covered Services provided to Members by CONSULTING PROVIDER, in the specialty field of Anesthesiology, Orthopedic and Orthopedic Surgery (Overflow), Radiology (professional services), Internal Medicine (inpatient and observation hospitalist services at University Medical Center of Southern Nevada), and Emergency Medicine (emergency professional services at University Medical Center of Southern Nevada) upon appropriate referral of a Primary Care Physician or a designee of the HEALTH PLAN with the exception of urgent and emergency services.
- II. **ATTACHMENT B.2, COMPENSATION FOR COVERED SERVICES TO MEMBERS (FOR EMERGENCY MEDICINE PROFESSIONAL SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA) shall be added in its entirety.**
- III. **ATTACHMENT B.3, COMPENSATION FOR COVERED SERVICES TO MEMBERS FOR INPATIENT AND OBSERVATION HOSPITALIST SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA shall be added in its entirety.**
- IV. **ATTACHMENT B.4, COMPENSATION FOR COVERED SERVICES TO MEMBERS FOR ORTHOPEDIC AND ORTHOPEDIC SURGERY SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA shall be added in its entirety.**

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

HEALTH PLAN OF NEVADA, INC.

By: _____

Signature

Name: Jean McFarlane, VP, NDC

Date: 10/15/2024

Please Print

CONSULTING PROVIDER

By: _____

Signature

Name: MASON Van Houwelingen

Date: 11/5/24

Please Print

HEALTH PLAN OF NEVADA, INC.

ATTACHMENT B.2

COMPENSATION FOR COVERED SERVICES TO MEMBERS
FOR EMERGENCY MEDICINE PROFESSIONAL SERVICES AT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

HEALTH PLAN OF NEVADA, INC.

ATTACHMENT B.3

COMPENSATION FOR COVERED SERVICES TO MEMBERS
FOR INPATIENT AND OBSERVATION HOSPITALIST SERVICES AT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

HEALTH PLAN OF NEVADA, INC.

ATTACHMENT B.4

COMPENSATION FOR COVERED SERVICES TO MEMBERS

FOR ORTHOPEDIC SURGERY SERVICES AT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

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 | | | | |
| <i>(Include d.b.a., if applicable)</i> | | | | | | |
| 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: | | |
| <i>(If different from above)</i> | | | | | | |
| 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.

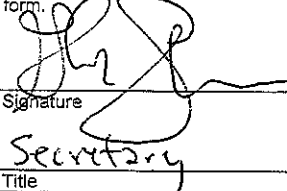
| Full Name | Title | % Owned (Not required for Publicly Traded Corporations/Non-profit organizations) |
|-----------------------|----------------------|---|
| Health Plan of Nevada | a Nevada Corporation | 100% |
| | | |
| | | |

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

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

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

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

| | |
|---|---|
|  _____ Signature | Glen Stevens _____ Print Name July 20, 2021 _____ Date |
| Secretary _____ Title | |

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

| | | |
|--|--|---------------------|
| Issue: | Ratification of the Second Amendment to Medicaid / Nevada Check-Up Consulting Provider Agreement with Health Plan of Nevada, Inc. | Back-up: |
| Petitioner: | Jennifer Wakem, Chief Financial Officer | Clerk Ref. # |
| Recommendation: | | |
| <p>That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Second Amendment to Medicaid / Nevada Check-up Consulting Provider Agreement with Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)</p> | | |

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 30008480000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 4/1/2023-12/31/2028
Amount: Revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

On March 29, 2023, the Governing Board approved the Medicaid / Nevada Check-Up Consulting Provider Agreement (“Agreement”) between Health Plan of Nevada, Inc. (“HPN”) and University Medical Center (“UMC”) to provide its members healthcare access to UMC’s Specialty Clinic for Anesthesia and Orthopedic Services. The Agreement term is from April 1, 2023, through December 31, 2028, unless terminated without cause with a 90-day written notice to the other party. The First Amendment to the Agreement (“First Amend, effective December 1, 2023, added Radiology Services under the Agreement.

This Second Amendment to the Agreement, effective July 1, 2024 adds Internal Medicine (*inpatient and observation hospitalist services at UMC*), and Emergency Medicine (*emergency professional services at UMC*) under the Consulting Services of the Agreement. All other terms and conditions shall remain in full force and effect. Ratification was necessary as claims previously billed were in error, needing reprocessed at new rates. Additionally, physician credentialing team has been unable to credential new physicians without this Amendment executed.

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

Cleared for Agenda
December 4, 2024

Agenda Item #

7

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

**HEALTH PLAN OF NEVADA, INC.
SECOND AMENDMENT TO
MEDICAID / NEVADA CHECK-UP
CONSULTING PROVIDER AMENDMENT**

THIS AMENDMENT OF THE AGREEMENT is made and entered into as of July 1, 2024 by and between University Medical Center of Southern Nevada (hereinafter referred to as "CONSULTING PROVIDER") and Health Plan of Nevada, Inc., a corporation organized under the laws of the State of Nevada, and other future owned or managed companies (hereinafter referred to as "HEALTH PLAN").

RECITALS

WHEREAS, pursuant to a Consulting Provider Agreement with an effective date of April 1, 2023 by and between University Medical Center of Southern Nevada (CONSULTING PROVIDER) and HEALTH PLAN, CONSULTING PROVIDER has agreed to provide certain services for Members/Subscribers of HEALTH PLAN in exchange for certain described compensation.

WHEREAS, CONSULTING PROVIDER and HEALTH PLAN ("the PARTIES") have agreed to amend the Consulting Provider Agreement to specify terms and conditions of CONSULTING PROVIDER'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 CONSULTING PROVIDER agree that the Consulting Provider Agreement is amended as follows:

I. **ARTICLE I. DEFINITIONS**, Section D. "CONSULTING SERVICES" shall be deleted in its entirety and replaced with the below:

"D. "CONSULTING SERVICES" means those Covered Services provided to Members by CONSULTING PROVIDER, in the specialty field of Anesthesiology, Orthopedic and Orthopedic Surgery, Radiology (professional services), Internal Medicine (inpatient and observation hospitalist services at University Medical Center of Southern Nevada), and Emergency Medicine (emergency professional services at University Medical Center of Southern Nevada), upon appropriate referral of a Primary Care Physician or a designee of the HEALTH PLAN, with the exception of Urgent and Emergency Services.

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

HEALTH PLAN OF NEVADA, INC.

By: 
Signature

Name: Jean McFarlane, VP, NDC
Please Print

Date: 11/05/2024

CONSULTING PROVIDER

By: 
Signature

Name: MASON VANHOUEWELINGEN
Please Print

Date: 11/5/24

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 | | | | |
| <i>(Include d.b.a., if applicable)</i> | | | | | | |
| 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: <i>(If different from above)</i> | | | | 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.

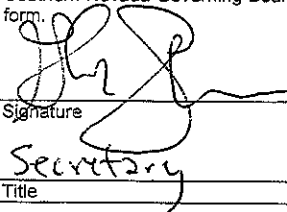
| Full Name | Title | % Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small> |
|-----------------------|----------------------|--|
| Health Plan of Nevada | a Nevada Corporation | 100% |
| | | |
| | | |

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

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

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

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

| | |
|---|---|
|  _____ Signature | Glen Stevens _____ Print Name July 20, 2021 _____ Date |
| Secretary _____ Title | |

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

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

FISCAL IMPACT:

| | |
|---|---|
| <p>Fund Number: 5420.000 Fund Center: 3000850000 Description: Managed Care Services Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance Term: April 1, 2023 – 12/31/2025 Amount: Revenue based on volume Out Clause: 90 days w/o cause</p> | <p>Fund Name: UMC Operating Fund Funded Pgm/Grant: N/A</p> |
|---|---|

BACKGROUND:

On March 29, 2023, the Governing Board approved the Individual/Group Provider Service Agreement (“Agreement”) between Sierra Health and Life Insurance Company, Inc. / Sierra Healthcare Options, Inc., (“Sierra”) and University Medical Center (“UMC”), to provide its members healthcare access to UMC’s Anesthesia and Orthopedic services. The Agreement term is from April 1, 2023 through December 31, 2028, unless terminated without cause with a 90-day written notice to the other party. The First Amendment (“First Amendment”) effective as of December 1, 2023, added Radiology services under the Agreement and updated the compensation schedule in Attachment B.

This Second Amendment, effective as of July 1, 2024, will add Internal Medicine (*inpatient and observation hospitalist services at UMC*), and Emergency Medicine (*emergency professional services at UMC*) services under the Agreement, and to update the compensation schedule for these services. All other terms and conditions shall remain in full force and effect. Ratification was necessary as claims previously billed were in error, needing reprocessed at new rates. Additionally, physician credentialing team has been unable to credential new physicians without this Amendment executed.

Cleared for Agenda
December 4, 2024

Agenda Item #

8

UMC's Director of Managed Care has reviewed and recommends ratification of this Amendment. This Second 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.

SIERRA HEALTH & LIFE INSURANCE COMPANY, INC./
SIERRA HEALTHCARE OPTIONS, INC.

SECOND AMENDMENT TO INDIVIDUAL/GROUP PROVIDER AGREEMENT

THIS AMENDMENT OF THE AGREEMENT is made and entered into as of July 1, 2024 by and between University Medical Center of Southern Nevada hereinafter referred to as "PROVIDER") and Sierra Health and Life Insurance Company, Inc., a corporation organized under the laws of the State of Nevada and Sierra Healthcare Options, Inc. a corporation organized under the laws of the State of Nevada, and other future owned or managed companies (hereinafter referred to as "SIERRA").

RECITALS

WHEREAS, pursuant to an Individual/Group Provider Service Agreement with an effective date of April 1, 2023 by and between ~~University Medical Center of Southern Nevada~~ (PROVIDER) and SIERRA, PROVIDER has agreed to provide certain services for Insureds/Subscribers of SIERRA in exchange for certain described compensation.

WHEREAS, PROVIDER and SIERRA ("the PARTIES") have agreed to amend the Individual/Group Provider Service Agreement to specify terms and conditions of PROVIDER's provision of services rendered to Insureds or Subscribers.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, SIERRA and PROVIDER agree that the Individual/Group Provider Service Agreement is amended as follows:

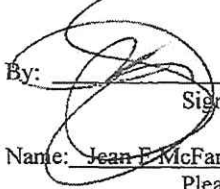
- I. **ARTICLE I. DEFINITIONS**, Section C. "PROVIDER" shall be deleted in its entirety and replaced with the below:

"C. "PROVIDER" means a licensed doctor of medicine or osteopathy, or a licensed or registered provider, in the specialty field of Anesthesiology, Orthopedic and Orthopedic Surgery, Radiology (professional services), Internal Medicine (inpatient and observation hospitalist services at University Medical Center of Southern Nevada), and Emergency Medicine (emergency professional services at University Medical Center of Southern Nevada) who, through the execution of this Agreement, agrees to provide Medically Necessary Covered Services to Insureds."

- II. **ATTACHMENT B.2, COMPENSATION FOR COVERED SERVICES TO INSUREDS (FOR EMERGENCY MEDICINE PROFESSIONAL SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA)** shall be added in its entirety.
- III. **ATTACHMENT B.3, COMPENSATION FOR COVERED SERVICES TO INSUREDS (INPATIENT AND OBSERVATION HOSPITALIST SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA)** shall be added in its entirety.

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

SIERRA HEALTH & LIFE INS. CO., INC./
SIERRA HEALTHCARE OPTIONS, INC.

By:  _____
Signature

Name: Jean F. McFarlane, VP, NDC
Please Print

Date: 10/15/2024

PROVIDER

By:  _____
Signature

Name: MASON VANHOUDER
Please Print

Date: 11/5/24

**SIERRA HEALTH & LIFE INSURANCE COMPANY /
SIERRA HEALTHCARE OPTIONS**

ATTACHMENT B.2

COMPENSATION FOR COVERED SERVICES TO INSUREDS
FOR EMERGENCY MEDICINE PROFESSIONAL SERVICES AT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA)

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

**SIERRA HEALTH & LIFE INSURANCE COMPANY /
SIERRA HEALTHCARE OPTIONS**

ATTACHMENT B.3

COMPENSATION FOR COVERED SERVICES TO INSUREDS
INPATIENT AND OBSERVATION HOSPITALIST SERVICES ONLY
AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA)

[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 Board of County Commissioners ("BCC") in determining whether members of the BCC 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 the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC 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 whose 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 Clark County 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 Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). This will also include Clark County Detention Center.

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 Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County 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: | | | | | | |
| | | | | | | |
| Corporate/Business Entity Name: United Healthcare Services, Inc. | | | | | | |
| (Include d.b.a., if applicable) | | | | | | |
| Street Address: | | 9900 Bren Road East | | Website: | | |
| City, State and Zip Code: | | Minnetonka, MN 55343 | | POC Name: | | |
| Telephone No: | | | | Email: | | |
| Nevada Local Street Address: | | | | Fax No: | | |
| (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) |
|---------------------------------|---|---|
| UnitedHealth Group Incorporated | Delaware Corporation (publicly traded as UHN) | 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 | Heather Long _____ Print Name |
| Asst. Secretary _____ Title | 11/15/22 _____ 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 |
|-------------------------------------|--|--|---|
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* 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 Third 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 Third Amendment to Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action) | |

FISCAL IMPACT:

| | |
|---|-------------------------------|
| Fund Number: 5420.000 | Fund Name: UMC Operating Fund |
| Fund Center: 3000850000 | Funded Pgm/Grant: N/A |
| Description: Managed Care Services | |
| Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance | |
| Term: August 1, 2021 through October 31, 2027 | |
| Amount: Revenue based on volume | |
| Out Clause: 180 days w/o cause | |

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., for managed care services (the “Agreement”). The First Amendment to the Agreement extended the term through October 31, 2024. The Second Amendment, effective November 1, 2024 extended the term until November 30, 2024, as the parties were working together to renegotiate rates.

This Third Amendment will extend the Term an additional three (3) years until October 31, 2027 and will update rates and attachments. Ratification of this Amendment was necessary as UMC is holding claims until we are able to load the updated rates.

UMC’s Managed Care Director has reviewed and recommends ratification of this Amendment. This Amendment was approved as to form by UMC’s Office of General Counsel prior to execution.

Cleared for Agenda
December 4, 2024

Agenda Item #

9

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

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

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HEALTH PLAN OF NEVADA, INC.
SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.
SIERRA HEALTH CARE OPTIONS, INC.
THIRD 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 Agreement with an effective date of August 1, 2021 by and between HOSPITAL and HEALTH PLAN, HOSPITAL has agreed to provide certain services for Members/Subscribers of HEALTH PLAN in exchange for certain described compensation.

WHEREAS, HOSPITAL and HEALTH PLAN ("the PARTIES") have agreed to amend the HOSPITAL 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 HOSPITAL 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 extended for a three (3) year period until 11:59 pm on October 31, 2027, unless terminated sooner in accordance with the provisions of this Agreement."
- II. **ATTACHMENT A.** effective August 1, 2023 shall be deleted and replaced with the attached **ATTACHMENT A.** effective November 1, 2024.
- III. **ATTACHMENT A.1.** effective August 1, 2021 shall be deleted and replaced with the attached **ATTACHMENT A.1.** effective November 1, 2024.
- IV. **ATTACHMENT A.3. SIERRA HEALTH SERVICES KIDNEY TRANSPLANT** shall be deleted in its entirety and replaced with the attached **ATTACHMENT A.3 HEALTH PLAN OF NEVADA, INC./SIERRA HEALTH & LIFE INSURANCE COMPANY, INC. KIDNEY TRANSPLANT RATES** effective November 1, 2024.
- V. **ATTACHMENT A.4 SIERRA HEALTHCARE OPTIONS, INC. KIDNEY/PANCREAS TRANSPLANT RATES** shall be added in its entirety effective November 1, 2024.
- VI. **URGENT CARE CLAIMS.** HOSPITAL agrees to bill HEALTH PLAN for urgent care professional services provided during the urgent care visit on one claim only per member per visit for place of service 20. The parties understand and agree that HEALTH PLAN shall reimburse HOSPITAL one global urgent care rate per visit as outlined in the Attachment(s). It is also understood by the parties that the global reimbursement is inclusive of all services, including radiology professional services provided on said visit.

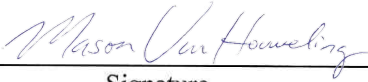
All other terms and conditions of the agreement as amended shall remain in full force and effect.

HEALTH PLAN

HOSPITAL

By: 

Signature

By: 

Signature

Name: Jean McFarlane, Vice President
Please Print

Name: Mason Van Houweling, CEO
Please Print

Date: 11/22/2024

Date: 11/22/2024

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 | | | | |
| <i>(Include d.b.a., if applicable)</i> | | | | | | |
| 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: <i>(If different from above)</i> | | | | 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.

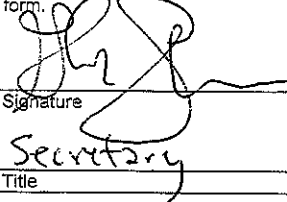
| Full Name | Title | % Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small> |
|-----------------------|----------------------|--|
| Health Plan of Nevada | a Nevada Corporation | 100% |
| | | |
| | | |

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

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

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

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

| | |
|---|---|
|  _____ Signature | Glen Stevens _____ Print Name July 20, 2021 _____ Date |
| Secretary _____ Title | |

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

| | | |
|---|--|---------------------|
| Issue: | Ratification of the National Transplant Services Agreement with Kaiser Foundation Hospitals | 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 National Transplant Services Agreement with Kaiser Foundation Hospitals for Managed Care Services; or take action as deemed appropriate. (For possible action) | | |

FISCAL IMPACT:

| | |
|--|-------------------------------|
| Fund Number: 5420.000 | Fund Name: UMC Operating Fund |
| Fund Center: 3000850000 | Funded Pgm/Grant: N/A |
| Description: Managed Care Services | |
| Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance | |
| Term: July 1, 2025 through December 31, 2026 (<i>initial term</i>) | |
| Amount: Revenue based on volume | |
| Out Clause: 90 business days w/o cause | |

BACKGROUND:

This request is to enter into a National Transplant Services Agreement (“Agreement”) with Kaiser Foundation Hospitals (“Kaiser”), working in conjunction with their attorney-in-fact The Permanente Federation LLC (“Federation”) (collectively “Kaiser Permanente” or “KFH”). Kaiser Permanente is one of the largest nonprofit health plans in the country, serving 12.5 million members in California, Colorado, the District of Columbia, Georgia, Hawaii, Maryland, Oregon, Virginia, and Washington.

This Transplant Agreement establishes that UMC shall be paid for Authorized Covered Services rendered to Kaiser members at the negotiated compensation rates. This Agreement is effective from January 1, 2025 through December 31, 2026 (Initial Term), and renews for four, one-year successive terms. This Agreement needed execution immediately as Kaiser requires a minimum of 30 days to setup new agreements and rates before they become effective.

UMC’s Director of Managed Care has reviewed and recommends ratification of this Agreement. This Agreement was approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda
December 4, 2024

Agenda Item #

10

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

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Page Number
2

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NATIONAL TRANSPLANT SERVICES AGREEMENT

AMONG

KAISER FOUNDATION HOSPITALS,

THE PERMANENTE FEDERATION LLC,

AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

LEGAL_DOCS:1772999 v4
10/28/2024

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LEGAL_DOCS:1772999 v4
10/28/2024

NATIONAL TRANSPLANT SERVICES AGREEMENT

This National Transplant Services Agreement (“**Agreement**”) is entered into among Kaiser Foundation Hospitals, a California nonprofit public benefit corporation (“**KFH**”); The Permanente Federation LLC, a Delaware limited liability company (the “**Federation**”), acting as the attorney-in-fact for the **Permanente Medical Groups** (as defined below); and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“**Provider**”). For purposes of this Agreement, the term “**Kaiser Permanente**” or “**KP**” means KFH, the Federation, the Permanente Medical Groups, and Health Plans (as defined below), either individually or any combination of them, as applicable. This Agreement shall be effective for all Members (as defined below) who have been accepted for registration for a transplant on or after January 1, 2025 (“**Effective Date**”).

RECITALS

A. Kaiser Foundation Health Plan, Inc.; Kaiser Permanente Insurance Company; Kaiser Foundation Health Plan of the Northwest; Kaiser Foundation Health Plan of Georgia, Inc.; Kaiser Foundation Health Plan of Colorado; and Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. and any other plan controlled by or under common control with Kaiser Foundation Health Plan, Inc. (each a “**Plan**” and collectively “**Health Plans**”) operate or administer health care benefit plans and provide or arrange for the provision of medically necessary health care services to Members (as defined below).

B. Individual Plans have entered into agreements or other arrangements with KFH under which KFH agrees to provide or arrange for certain medically necessary hospital or facility services for Members of such Plans.

C. Individual Plans have also entered into agreements or other arrangements with individual Permanente Medical Groups (as defined below) under which a Permanente Medical Group agrees to provide or arrange for certain medically necessary professional and outpatient services for Members of such Plans; and the Federation acts as attorney-in-fact for the Permanente Medical Groups.

D. KFH and the Federation desire to arrange for the provision of certain health care services to Members by contracting with Provider, and Provider desires to provide Services (as defined below) to Members, in accordance with the terms of this Agreement.

ARTICLE 1 DEFINITIONS

1.1 “**Authorization**” or “**Authorized**” (as the context requires) means KP’s approval for the provision of Covered Services to Members by persons designated to provide such approval and pursuant to KP’s utilization management programs.

1.2 “**Covered Services**” means Services a Member is entitled to receive as a benefit under the applicable Membership Agreement, as determined by the applicable Payer.

LEGAL_DOCS:1772999 v4
10/28/2024

1.3 **“Individual”** means any individual, organization, facility or institution through whom or which Provider or any authorized delegate, assignee, or subcontractor of Provider provides Services to Members under this Agreement.

1.4 **“Member”** means a person who is entitled, at the time Services are rendered, to receive Covered Services pursuant to a Membership Agreement.

1.5 **“Membership Agreement”** means a plan of health benefits administered, issued, sponsored or underwritten by a Payer.

1.6 **“Member Cost Share”** means a copayment, deductible, coinsurance or any other charge payable by a Member for Covered Services pursuant to the Member’s Membership Agreement.

1.7 **“Payer”** means (1) any Plan or (2) any public or private entity -- such as (without limitation) employers, individuals, plan sponsors, labor unions, trusts, associations, and other organizations and entities, that sponsor, administer, fund, or are otherwise responsible for a plan of health benefits coverage or the arrangement for services rendered to Members -- that enters into an administrative or management service arrangement with a Plan to administer its plan of health benefits.

1.8 **“Permanente Medical Groups”** means the following medical groups:

| <u>Region</u> | <u>Permanente Medical Group</u> |
|---------------------|--|
| Northern California | The Permanente Medical Group, Inc. |
| Southern California | Southern California Permanente Medical Group |
| Northwest | Northwest Permanente, P.C. |
| Hawaii | Hawaii Permanente Medical Group, Inc. |
| Georgia | The Southeast Permanente Medical Group, Inc. |
| Mid-Atlantic States | Mid-Atlantic Permanente Medical Group, P.C. |
| Colorado | Colorado Permanente Medical Group, P.C. |

and any other Permanente Medical Group contracting exclusively with a Plan controlled by or under common control with Kaiser Foundation Health Plan, Inc.

1.9 **“Policies”** means the policies and procedures of Payers that relate to this Agreement including, but not limited to: (1) quality improvement/management; (2) utilization management and referral processes; (3) pre-admission testing guidelines; (4) claims payment; (5) member grievances; (6) provider credentialing; and (7) electronic transmission of data. Policies include those policies and procedures set forth in manuals, bulletins, and newsletters, whether made available by postal mail, electronic mail, web site, or other media.

1.10 **“Proprietary Information”** means all information, whether prepared by Provider, Health Plans, Payers, or their representatives, relating to such party or the development, execution or performance of this Agreement, whether furnished or obtained prior to or after the Effective Date. Proprietary Information includes, but is not limited to, pricing, financial

information, rate schedules, and Member information collected by Health Plans and Payers not otherwise set forth in medical records; provided, however, the following shall not constitute Proprietary Information: (1) information known prior to receipt from the other party; (2) information previously available to the public prior to receipt; or (3) Proprietary Information that subsequently becomes available to the public through no fault or omission on the part of the party receiving the Proprietary Information.

1.11 “**Services**” means those services, supplies, and facilities including without limitation those that may be described in Exhibit A (Services; Compensation) that Provider customarily provides to its general patient population including, without limitation, all inpatient services, consultations, studies, tests, and procedures that are ordinary and necessary for the diagnosis and treatment of its patients. Services also include all administrative services provided by Provider pursuant to this Agreement.

ARTICLE 2

PROVIDER’S RESPONSIBILITIES

2.1 **Provision of Services.** As requested by a Plan or as Authorized, Provider shall provide all Services to Members at Provider’s sole cost and expense, irrespective of whether Provider provides such Services directly or arranges for their provision in accordance with Section 10.2 (Assignment, Delegation and Subcontracting). Provider shall be available to deliver Services to Members in a prompt and efficient manner without unreasonable delays, and in a manner consistent with the requirements of applicable law and generally accepted standards of practice.

2.2 **Non-Discrimination.** Provider shall provide Services to Members without discrimination on the basis of race, ethnicity, color, gender, sex, creed, religion, national origin, age, health status, physical or mental disability, genetic information, veteran’s status, marital status, sexual orientation, gender identity, income, source of payment, participation in a government program, evidence of insurability, medical condition, claims experience, receipt of health care, conditions arising out of acts of domestic violence, status as a Member, or any other status protected by applicable law; and Provider shall ensure that Provider’s facilities and equipment are accessible to persons with disabilities. Provider shall make Services available to all classes of Members, in the same manner, in accordance with the same standards, and with the same availability, as with respect to Provider’s other patients.

2.3 **Provider’s Licensure, Accreditation and Certification.** Provider represents and warrants that throughout the term of this Agreement: (a) Provider and its employees and agents hold and shall continue to hold in good standing all licenses, certifications, permits, authorizations, accreditations and approvals required or customarily held to render or provide Services; (b) Provider and its practitioners providing Covered Services to Members are and shall continue to be enrolled in, meet coverage conditions for providing Services under, and be certified as a provider under the Medicare and Medicaid Programs; (c) Provider and its employees and agents are not, and shall not at any time be, identified on any federal list of sanctioned, suspended, debarred, precluded, excluded, “opted out,” or otherwise ineligible entities and individuals (including lists maintained by the Department of Health and Human Services, General Services Administration, Office of Inspector General or Office of

Foreign Assets Control); (d) Provider shall screen all such lists described in subsection (c) as and when they are updated from time to time, but no less often than upon initial hiring or contracting and annually thereafter; (e) Provider shall, upon request by KP, provide proof of and certify or attest to Provider's compliance with this Section including, without limitation, delivery of a complete copy of Provider's most recent accreditation survey report, if Provider is accredited; and (f) Provider shall cooperate as requested by KP in providing data, information, and records that are requested of KP by KP's licensing agencies and accreditation organizations.

2.4 Individual, Organizational, and Facility Licensure, Accreditation and Certification.

Provider shall ensure that its facilities are maintained in good repair and satisfy all applicable health, safety, environmental, construction, insurance, and architectural codes, standards, laws, rules, and regulations. Provider shall ensure that it and all Individuals: (1) shall maintain a current, unrestricted license to render their particular service in the state in which they practice, (2) shall provide Services only within the scope of their licensure, certification, training, and experience, and (3) shall not at any time be identified on any federal list of sanctioned or excluded entities and individuals, including lists maintained by the Department of Health and Human Services, General Services Administration, Office of Inspector General or Office of Foreign Assets Control. Provider shall from time to time upon KP's request provide documentary evidence of the licensing, certification, accreditation, and qualifications of all Individuals.

2.5 Notice of Change. Provider shall notify KP Promptly (as defined below) of any of the following events in relation to Provider or to any Individual:

2.5.1 Changes: (a) to any licensure, accreditation, certification, approval, clinical privilege or other status, including the termination, revocation, suspension, downgrading, restriction, expiration, surrender, or nonrenewal of any such status, or (b) with respect to any representation, warranty or assurance identified in Section 2.3 (Provider's Licensure, Accreditation and Certification) or Section 2.4 (Individual, Organizational, and Facility Licensure, Accreditation and Certification);

2.5.2 Sanctions, exclusion or suspension from any federal health care program, or the receipt of notice of pending sanctions, exclusion or suspension from any such program;

2.5.3 Receipt of notice of an investigation by any governmental agency, or of any report of adverse credentialing or peer review action submitted to the professional board or licensing agency of any state or U.S. territory or to the National Practitioner Data Bank, or of any action by an accreditation or other organization that could adversely affect Provider's ability to perform its obligations under the Agreement;

2.5.4 Any incident or circumstance that is likely to adversely affect any license, certification, privileges, or accreditation, or that adversely affects or reasonably could adversely affect performance of the Services rendered to Members or the health or safety of a Member;

2.5.5 Receipt of notice of any peer review action, inquiry, or formal corrective action proceeding, or investigation by any peer review body or accreditation organization;

2.5.6 Receipt of notice of any professional liability claim, other lawsuit or filing of a complaint by a Member against Provider;

2.5.7 Any unusual occurrence (such as an adverse event) relating to Services that is reported or required to be reported to a regulatory body or accreditation organization;

2.5.8 Any change in legal status, tax identification number, Medicare or Medicaid provider number, or material changes in financial status (including bankruptcy, dissolution or receivership);

2.5.9 Any change in ownership, control, name, or location of Provider or any organization that directly or indirectly owns or controls Provider;

2.5.10 Any other event or circumstance, including any changes to personnel, equipment, facilities or any other aspect of Provider's business, that might limit or diminish Provider's ability to provide Services;

2.5.11 Any significant changes or planned changes in Provider's operation including, but not limited to, any major infection outbreak, internal disasters such as localized fire or flood, significant bed or staffing shortages, interruption of service due to labor relations, and any changes in any of the following positions: the transplant administrator, the transplant surgeons, the transplant lab administrator, and the transplant specialty physicians; and

2.5.12 Cancellation, termination, non-renewal, or material modification of any of Provider's insurance coverages referenced in Section 9.1 (Insurance).

However, Provider shall not be required to waive legal privilege in order to comply with subsections 2.5.3, 2.5.4, 2.5.5 or 2.5.6, provided that Provider shall notify KP pursuant to those subsections to the extent Provider can do so without waiving legal privilege.

"Promptly" means within five (5) business days for subsections 2.5.1, 2.5.2, 2.5.3, 2.5.5, 2.5.8, 2.5.11 and 2.5.12, and within fifteen (15) business days for the other subsections in this Section.

2.6 Credentialing. Provider; its authorized delegates, assignees, subcontractors, and contractors; and all Individuals must be credentialed consistent with KP's credentialing requirements prior to providing Covered Services to Members and shall be subject to recredentialing in accordance with KP Policies.

2.7 Utilization Management. Provider shall participate in KP's utilization management programs (including prospective, concurrent and retrospective review) and cooperate with KP's utilization management committees and staff. Upon notification and allowable by applicable law, Provider shall allow KP utilization management personnel or their designees' physical and telephonic access to

review, observe, and monitor Member care and Provider's performance of its obligations under this Agreement.

2.8 Quality Assurance and Quality Improvement.

2.8.1. Cooperation with Kaiser Permanente. Provider shall participate in KP's quality assurance and quality improvement program as established and amended from time to time including cooperating with KP's quality assurance and quality improvement activities to monitor and evaluate Covered Services provided to Members, facilitating review of such Covered Services by KP's quality assurance and quality improvement committees and staff, and cooperating with any independent quality review and improvement organization or other external review organization evaluating KP as part of KP's quality assurance and quality improvement program.

2.8.3. Provider Quality Assurance and Quality Improvement. If required by legal or accrediting agencies, Provider shall maintain a quality assurance and quality improvement program that meets all state and federal licensing, accreditation, and certification requirements applicable to Provider.

2.8.3. Reporting. Provider shall grant KP on-line access to Provider's United Network for Organ Sharing and National Marrow Donor Program or related program's Request for Information. On an annual basis, Provider shall also deliver to KP reports summarizing --separately for both Provider's patient population as a whole and for Members -- the following data and shall produce interim reports of such data from time to time upon KP's reasonable request.

- Transplant infection rates
- Transplant surgical infections
- Transplant volume
- Transplant survival rate
- Retransplantation rate
- Transplant Readmissions
- Transplant Admissions to the Intensive Care Unit or Critical Care Unit

The data shall be in compliance with UNOS data methodology. The reports shall be submitted to KP annually except under circumstances when KP survival or volume standards are not met, when such reports shall be delivered semiannually or quarterly, as requested.

2.9 Member Issues. Provider shall investigate and respond promptly to issues regarding quality of care, accessibility and other complaints related to Covered Services provided to Members. Provider shall use best efforts to remedy promptly any unsatisfactory condition related to the care of Members, as determined by KP or any governmental or accrediting organization, and shall promptly resolve problems related to the provision of Covered Services as they arise. All decisions regarding Covered Services are reserved to the Payer, and Provider shall refer Members who have inquiries or disputes

regarding Covered Services to KP for response and resolution. This provision shall survive the termination or expiration of this Agreement.

2.10 Responsibility for Services. Provider shall assume responsibility for the manner in which Services are rendered and the obligation to exercise independent judgment in providing health care Services to Members.

2.11 Operational Responsibilities.

2.11.1 Verification. Prior to rendering Services, Provider shall verify that (1) a person seeking Services is a Member, (2) the Services to be rendered are Covered Services, and (3) the Services are aAuthorized. Production of an identification card issued by KP by a person claiming to be a Member is not conclusive evidence of the person's status as a Member.

2.11.2. Referrals. Provider shall refer Members for Covered Services to another provider only after obtaining an Authorization and only to providers approved by KP.

2.11.13. Drugs and Medications. Provider shall cooperate and comply with the KP formulary. Instances where Provider wishes to depart from the formulary will be timely discussed and are subject to mutual agreement of the parties.

2.12 Subcontracts. Subject to Section 10.2 (Assignment, Delegation and Subcontracting), Provider must enter into a written agreement with any delegate, assignee, or subcontractor prior to the provision of Covered Services to Members by any such delegate, assignee or subcontractor. Such agreement shall require the delegate, assignee, or subcontractor (and its personnel and facilities) to comply with this Agreement with respect to Covered Services rendered to Members. To the extent a legal, regulatory or accrediting organization requires additional provisions to be included in such agreements, Provider shall make best efforts to amend its agreements accordingly. Upon request by KP or a legal or accrediting authority, Provider shall promptly provide access to and/or copies of all such agreements for the purpose of meeting legal, regulatory and accreditation requirements applicable to KP or addressing any inquiry from a legal, regulatory or accrediting authority.

2.13 Site Evaluations and Inspections. Provider shall permit KP and governmental and accreditation officials to conduct, on-site facility, equipment and records evaluations and inspections.

2.14 Compliance with Laws. Provider shall comply with all laws, rules, regulations and accreditation requirements affecting Provider's Services, including those laws, regulations and accreditation requirements set forth in Exhibit B (Federal Program Compliance), Exhibit C (NCQA Required Provisions) and Exhibit D (Additional Regulatory Compliance), attached hereto and incorporated herewith.

2.15 Compliance with Policies. Provider shall cooperate and comply with Policies. Policies may be modified by Payers , but no Policy change will be retroactive without the express consent of Provider. In the event of any inconsistency between a Policy and this Agreement, this Agreement shall prevail.

2.16 **Government Contractors.** Provider acknowledges that KP entities are governmental contractors subject to federal laws, regulations and executive orders (such as regarding equal opportunity and affirmative action), which may apply to subcontractors of KP. Notice of such laws, regulations, and executive orders is provided in Exhibit B (Federal Program Compliance).

ARTICLE 3 **PAYERS' RESPONSIBILITIES**

3.1 **Service Requests.** Payers may issue requests and Authorizations for Provider's Services.

3.2 **Policies.** Payers shall arrange for the prompt delivery or availability (via, for example, the internet) to Provider of Policies for Provider, lists, instructions, and other information reasonably necessary for Provider to identify Members, verify benefits, obtain Authorizations, submit claims, and otherwise be timely informed of the policies and procedures of each Membership Agreement. Payers shall notify Provider of changes to Policies as soon as reasonably practicable, but in no event less than thirty (30) calendar days in advance of the effective date of change.

ARTICLE 4 **BILLING AND PAYMENT**

4.1 **Compensation.** Subject to the terms of this Agreement, Provider shall be paid for Authorized Covered Services rendered to Members at the rates set forth in Exhibit A (Services; Compensation), less any Member Cost Share. Provider accepts such amount as payment in full for all Covered Services. Provider acknowledges that compliance with Section 2.3 (Provider's Licensure, Accreditation and Certification) is a precondition to payment.

Provider accepts such amount as payment in full for all Covered Services. Provider acknowledges that compliance with Section 2.3 (Provider's Licensure, Accreditation and Certification) is a precondition to payment.

4.2 **Authorization.** Authorization is a condition required for payment of Covered Services; provided that, as more carefully described in the Membership Agreements or the Policies, Authorization is not required for emergency services, or for a limited number of Covered Services in specified circumstances. Authorizations may be subject to termination or expiration and may be limited in scope. Authorizations may be subject to termination or expiration and may be limited in scope.

4.3 **Submission of Claims.** Except as may be stated in Exhibit A (Services; Compensation), Provider shall submit a claim for Provider's Covered Services within the greater of any mandate provided by applicable law or 180 calendar days of the date of service or (in the case of coordination of benefits when a Payer is not primary) within 180 calendar days of the date of Provider's receipt of the primary payer's explanation of benefits. Failure to submit a claim within this time period may result in the claim being denied. As a condition of payment, all claims must: (1) include the service request; (2) be submitted electronically where required by Health Plans; and (3) be on a Centers for

Medicare and Medicaid Services (“CMS”) 1500 and/or UB-04 form (or their successors) containing such information and submitted in such fashion as required by Health Plans.

4.3.1. Transplant Period Services. Provider may not submit a claim for Covered Services rendered during the **Transplant Period** (as defined in Exhibit A, Services; Compensation) prior to submission of a Case Rate claim. Provider may submit a claim for the applicable **Case Rate** (as defined in Exhibit A, Services; Compensation) as early as upon the inpatient discharge of the Member, or Provider may wait to submit the Case Rate claim upon the expiration of the post-discharge care days assigned to the **Transplant Period**. If (Provider elects to bill the Case Rate upon the inpatient discharge, Provider may subsequently submit one additional bill, which might include any applicable day outlier payments described in Exhibit A (Services; Compensation) and any Covered Services excluded from the Case Rate. All such additional Covered Services shall be billed separately from the Case Rate. Any claim for Transplant Period Services submitted after a claim for the Case Rate must be accompanied by calculations supporting any payments in excess of the Case Rate. Both the Case Rate claim and any subsequent claim for Covered Services rendered during the Transplant Period must be submitted within 180 calendar days after the expiration of the Transplant Period or else they may be denied. If Provider submits a claim after a Case Rate claim for Covered Services rendered during the Transplant Period, no further claims, billings, or charges may be submitted for payment with respect to Covered Services rendered during the Transplant Period.

4.3.2. Pre- and Post-Transplant Period Services. All claims for Covered Services rendered other than during the Transplant Period must be submitted within 180 calendar days after the date of Covered Service for outpatient services and 180 calendar days after the day of discharge for inpatient services.

4.4 Payment of Claims. Except as may be stated in Exhibit A (Services; Compensation), whether the claim is for the Case Rate, additional Transplant Period Services, or pre- or post-Transplant Period Services, payment for Covered Services shall be made within the lesser of 45 business days or any mandate provided by applicable law of receipt of a properly submitted complete claim. Claims may be reviewed by a Payer prior to payment to verify the appropriateness and amount of payment, and Payer may deny, reduce or otherwise adjust payment accordingly.

4.5 Member Cost Share. Provider is responsible for collecting Member Cost Share. If required of Plan by a Payer, Provider shall make best efforts to permit a Member to make mutually agreeable arrangements with Provider to pay his or her financial obligations to Provider in periodic installments.

4.6 Member Hold Harmless. Provider shall not, and Provider shall not permit any of its subcontractors or agents (or other third parties within its control) to, bill; charge; collect a deposit from; seek compensation, reimbursement, or remuneration from; impose surcharges; or have any recourse against any Member, person acting on the Member’s behalf, state Medicaid plan, or any person or entity other than the applicable Payer for Covered Services provided under this Agreement. The foregoing shall apply in any event including, but not limited to, nonpayment by or insolvency of a Payer or breach of this Agreement, but does not prohibit Provider or any of its subcontractors or agents (or other third parties within its control) from collecting Member Cost Share amounts or fees

for non-Covered Services billed in accordance with the terms of the applicable Membership Agreement. Provider acknowledges that a Member who elects to receive a non-Covered Service after having been informed that the service is potentially not reimbursable shall not, merely by receiving such service, be deemed to have agreed to pay for such service. General agreements to pay, such as those signed by the Member at the time of admission or other acceptance of care, are not adequate written agreements to hold Members liable for non-Covered Services. In order to be enforceable, a Member's agreement to pay for non-Covered Services must be in writing and specifically identify the non-Covered Services and the amount for which the Member will be responsible. The terms of this Section shall survive the termination or expiration of this Agreement regardless of the cause giving rise to termination, shall be construed to be for the benefit of Members, and shall supersede any oral or written agreement to the contrary now existing or hereafter entered into between Provider and the Member or persons acting on the Member's behalf. Without limiting the foregoing, Provider shall not, and Provider shall not permit any of its subcontractors or agents (or other third parties within its control) to, seek payment from Members for amounts denied by a Payer because: (1) billed charges were not customary or reasonable; (2) Services were not medically necessary as determined under the Membership Agreement; (3) Provider failed to obtain Authorization for Services delivered; (4) Provider failed to submit clinical or other required data promptly; or (5) Provider failed to submit a claim in accordance with the appropriate billing procedures, within the appropriate time frame, or in accordance with commonly accepted standard coding practices.

4.7 Subcontractors. Provider shall retain responsibility for paying its assignees, delegates, employees, contractors, and subcontractors for all Covered Services rendered to Members under this Agreement, and such Individuals shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or Payer for Covered Services provided to Members. Unless otherwise required by law or arranged with KFH and the Federation in writing, Provider shall be responsible for all payments to its assignees, delegates and subcontractors; and no such Individual shall seek reimbursement from or have any recourse against KFH, the Federation or any Payer for any Covered Services such Individual provides to Members. No such assignment, delegation or subcontract shall release Provider from liability to KFH or the Federation for the acts or omissions of either Provider or such Individual.

4.8 Independent Obligations. Provider agrees and acknowledges that payment of compensation hereunder is the responsibility and obligation of each Payer with respect only to Members of that Payer's benefit plans. No KP entity and no Payer is responsible to pay any compensation on behalf of any other Payer or to act as a guarantor of the obligations of any other Payer. Provider may seek whatever recourse is allowed by law against a Payer for amounts Provider is legally owed by the Payer.

4.9 Coordination of Benefits, Third Party Liens. Provider shall comply with the current procedures of each Payer for third party liability, assignment, and coordination of benefits. Each Payer shall be entitled to bill for and retain all amounts collected in third party liability cases. If a Payer is not primary under applicable coordination of benefit principles, Provider shall accept as payment in full from the Payer the amount which, when added to amounts owed to Provider from the primary payer, equals the applicable rate calculated pursuant to this Agreement (unless otherwise required by law). However, if Provider provides Services for an employment-related injury or illness

compensable under workers' compensation or employment liability law, Provider shall look to the applicable workers' compensation carrier or responsible employer for compensation and shall not be entitled to additional payment under this Agreement for such Services paid or payable under workers' compensation or employment liability law. Provider shall cooperate fully with Payers in providing information in all matters relating to coordination of benefits, workers' compensation, and third party liability collections.

4.10 Audit, Recoupment, and Offset. Unless otherwise required by law, KP or the applicable Payer may audit pending or paid claims to verify the appropriateness and amount of payment. Unless otherwise required by law, Provider shall refund any incorrect or inappropriate payments upon demand; and failure to make such refunds within 45 calendar days of receipt of a demand shall entitle a Payer to offset, recoup or deduct the amount owed from other amounts owed by Payer to Provider unless Provider files an appeal to the demand request. Any disputes regarding alleged disputed overpayments shall be resolved in accordance with the dispute resolution process outlined in this Agreement and shall not be offset, recouped or deducted from amounts owed by Payer to Provider until such dispute has been resolved. This Section shall survive the termination or expiration of this Agreement.

ARTICLE 5

TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of twenty-four (24) months ending December 31, 2026 unless sooner terminated in accordance with the other terms of this Agreement. Following expiration of the initial term, this Agreement shall renew for four successive one year renewal terms unless one of the three parties to this Agreement, acting with or without cause, gives the others prior written notice of non-renewal of at least 90 calendar days prior to the end of the initial term or a renewal term.

5.2 Termination without Cause. Any party may terminate this Agreement at any time without cause for any reason or no reason by giving the others at least 90 calendar days' prior written notice.

5.3 Termination for Material Breach. Any party may terminate this Agreement at any time for a material breach by giving the others at least 60 calendar days' prior written notice specifying the breach. Cure of the material breach to the reasonable satisfaction of the non-breaching parties during the notice period will reinstate this Agreement, subject to the potential of further assertions of material breach.

5.4 Immediate Termination for Specific Causes. Notwithstanding any cure period or notice period set forth in Section 5.3 (Termination for Material Breach), KFH or the Federation may terminate this Agreement with less than 30 calendar days' prior written notice if: (1) Provider fails to comply with subsections (a), (b) or (c) of Section 2.3 (Provider's Licensure, Accreditation, and Certification); (2) Provider's insurance coverage is canceled, not renewed, expires (without replacement insurance coverage that satisfies the provisions of this Agreement), or otherwise fails to meet the requirements set forth in this Agreement; (3) Provider is charged with a felony or

demonstrates conduct threatening the health, safety or privacy of a Member; (4) a Plan's governmental, regulatory or accreditation agency disqualifies or prohibits Provider from providing Services to Members of a Plan; (5) Provider becomes insolvent or seeks protection under any federal or state bankruptcy or debtor protection statute; or (6) KFHH or the Federation, determines that continued provision by Provider of Services could result in imminent and substantial harm to Members.

5.5 Suspension or Exclusion of Participation of a Practitioner or Provider.

5.5.1. Suspension of Participation Without Cause. At KFHH's or the Federation's written request, which shall not unreasonably be exercised, Provider shall, within five business days of receipt of such request, preclude, suspend, or terminate the participation of any Individual under this Agreement (without terminating or suspending the Agreement

5.5.2. Suspension of Participation With Cause. Any of the following events may result in KFHH or the Federation's immediate suspension, until cured to KFHH or the Federation's satisfaction, of any Individual from participation in this Agreement (without terminating or suspending the Agreement), upon written notice to Provider: (1) the withdrawal, debarment, suspension, expiration, restriction or non-renewal of any federal, state or local license, certificate, approval, permit, accreditation or authorization of such Individual required to render Services; (2) sanction under, debarment, suspension, preclusion or exclusion of Individual from participation in any government sponsored program including Medicare or Medicaid, "opt out" from any federal program including Medicare or Medicaid, or identification on a federal list of sanctioned or excluded entities and individuals, including lists maintained by the Department of Health and Human Services, General Services Administration, Office of Inspector General or Office of Foreign Assets Control; (3) the conviction of Individual of any felony, or the filing of criminal charges against Individual for an act involving professional misconduct or moral turpitude; (4) failure of Individual to comply with law or Policies; or (5) a determination by KFHH or the Federation, that Individual's conduct or continued participation in this Agreement could result in imminent and substantial harm to a Member, or threaten the health, safety or privacy of a Member.

5.6 Notification of Members. Upon notice of termination of this Agreement by any party, KP may eliminate Provider and Individuals from its directories, Member handbooks, and other materials. If reasonably possible under the circumstances KP shall give prior notice of impending termination of this Agreement or of any Individual to all Members who are then receiving care through the Provider or such Individual.

5.7 Effect of Termination.

5.7.1. **Cooperation.** Upon termination or expiration of this Agreement, Provider shall cooperate with KP in the transfer of Members to other providers, practitioners or facilities contracting with KP.

5.7.2. **Continuity of Care.** As required by applicable law or the terms of the Membership Agreement, upon termination of this Agreement, Provider shall continue to provide Services pursuant to all of the terms and conditions set forth in this Agreement to Members who are under the care of Provider at the time of termination for those specific conditions for which Member is under the care of Provider.

5.7.3. **Rights.** Termination or expiration shall not affect those rights, powers, remedies, liabilities, and obligations that accrued or arose before termination or expiration, or those provisions of this Agreement expressly stated to survive termination or expiration.

5.7.4. **All Parties.** Termination or expiration of this Agreement with respect to any one party shall automatically terminate the Agreement with respect to all parties.

ARTICLE 6

DISPUTE RESOLUTION

6.1 **Plan Appeals Process.** Each Plan shall provide an internal mechanism whereby Provider may raise issues, concerns, controversies or claims arising from or related to this Agreement. Specifically, each Plan shall maintain an appeals process pursuant to which Provider may seek to resolve disputes arising from this Agreement. This appeals process shall be exhausted before Provider may pursue further action against a Plan.

6.2 **Member Grievance.** Provider agrees to (1) cooperate with and participate in Member appeal, grievance and external review procedures; (2) provide Health Plans with the information necessary to conduct Member appeal, grievance and external review procedures; and (3) abide by decisions of Member appeals, grievance and review committees.

6.3 **Disputes Between the Parties.**

6.3.1 **Arbitration.** With respect to disputes, controversies, or claims arising from or related to this Agreement (“Disputes”), and except as stated in subsection 6.3.2 below (Injunction), Provider hereby waives the right to civil trial of any Dispute and agrees to bind itself to arbitration of such Disputes to the extent allowed by applicable law. Likewise, and except as stated in subsection 6.3.2 below (Injunction), KFH and the Federation shall waive the right to civil trial of any Dispute and each agrees to bind itself to arbitration of such Disputes to the extent allowed by applicable law. Provider, KFH or the Federation may, by written notice to the other party(ies), submit any Dispute to confidential arbitration administered by an Alternative Dispute Resolution (“ADR”) organization to which they mutually agree, including, but not limited to, the Judicial Arbitration & Mediation Services (“JAMS”). A party may initiate confidential arbitration by providing a written arbitration demand (“Demand”) to the other party(ies) by stating the nature of the Dispute and the damages sought. Upon tender of the

Demand, the parties shall use their best efforts to agree on an ADR organization to administer the confidential arbitration. If the parties to the Dispute cannot agree on an ADR organization to administer the confidential arbitration within 30 calendar days from the date on which the Demand was tendered, the Dispute shall be administered by JAMS in accordance with the JAMS Comprehensive Arbitration Rules & Procedures, except this Agreement shall control should it conflict with the JAMS Rules. The parties shall sign a confidentiality agreement before arbitration that shall make the entire Dispute confidential (except as required by law). The Dispute shall be arbitrated before a single arbitrator, who may be chosen by the parties. If the parties are unable to agree on an arbitrator, the arbitrator shall be chosen pursuant to the rules of the ADR organization to which they have mutually agreed or, if there is no such agreement, the JAMS Comprehensive Arbitration Rule 15. In such instance where the parties are unable to agree upon an arbitrator, the potential arbitrators shall be retired judges; if no such retired judges are available, the potential arbitrators may be attorneys with at least fifteen (15) years of experience including experience in managed health care and integrated health care delivery systems. The parties shall be responsible for their own attorneys' fees and costs incurred in preparing for and attending the arbitration. The parties to the arbitration (including, but not limited to, proper parties joined in the arbitration) shall share equally the fees of the arbitrator and the ADR process. The parties agree that any and all proper parties may be joined in the arbitration, but the parties agree to proceed with arbitration of all Disputes between them even if other parties refuse to participate. The arbitrator shall prepare the award in writing, including factual findings and the legal basis and other reasons on which the award is based. The decision and award shall be reviewable only pursuant to the Federal Arbitration Act or its state law equivalent. Judgment upon the award rendered may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitration shall take place in Clark County, Nevada.

6.3.2 **Injunction.** Notwithstanding subsection 6.3.1 (Arbitration), the parties agree that Disputes involving certain breaches of this Agreement, would cause irreparable injury to the injured party that could not be compensated adequately in damages. The parties further agree that such injured party shall be entitled (in addition to any other remedies or damages) to remedies of injunction, specific performance, or restraining orders, which remedies do not require arbitration as a prerequisite. In such instance, the parties agree that the injured party may seek remedies of injunction, specific performance, or restraining orders in a civil court of competent jurisdiction.

6.4 **Survival.** The provisions of Article 6 shall survive termination or expiration of this Agreement.

ARTICLE 7

RECORDS

7.1 **Maintenance of Records.** Provider shall maintain its financial, accounting, administrative and medical books, charts, documents, papers, reports and records related to Services provided to Members, as well as documentation of the credentials and privileges of all Individuals, in accordance with: (1) all applicable requirements of law, government, and accrediting authorities; (2) prudent

industry practice and standards; and (3) all applicable Policies. All such records shall be maintained in a manner that is accurate, current, detailed, legible, organized, and permits effective and confidential patient care data and quality review by Provider and KP pursuant to their quality improvement programs. Provider shall preserve these records for the longest of: seven years after the last date Services were provided to a Member under this Agreement; seven years after termination or expiration of this Agreement; or the period of time required by law or the contracts to which KP is bound. In addition, Provider shall maintain the confidentiality of all medical and other records of or related to Members in accordance with state and federal privacy laws. Should Provider experience a disclosure of Member information impermissible under state or federal privacy laws, Provider shall notify KFH, the Federation, and each applicable Plan of the nature of the disclosure and the identity of the Members involved and shall take all steps required by law and reasonable business practice to remedy, mitigate and report the disclosure. This Section shall survive the termination or expiration of this Agreement.

7.2 Access to Records. In accordance with applicable law, Provider shall provide, without charge, timely access to (including electronic access where practicable), a right to photocopy, and upon reasonable notice, a right to perform site visits related to, any and all data, information, or records as requested by KP, Payers, their authorized agents, or governmental or accrediting authorities: (1) for the purpose of meeting legal, regulatory or accreditation requirements applicable to Health Plans or Payers; (2) to determine Provider's compliance with the terms of this Agreement and Provider's own policies and procedures relating to Services rendered to Members; (3) to verify the accuracy of amounts billed by and paid or payable to Provider; (4) to conduct evaluations and audits; (5) to perform quality assurance, quality improvement and utilization management functions; and (6) to perform administrative or other functions of Health Plans or Payers. In addition, Provider shall supply periodic reports pertaining to Services provided to Members as the parties may from time to time agree, or as otherwise required by Health Plans to meet their legal and accreditation requirements. Provider shall in good faith cooperate with audit personnel and make available all records reasonably requested for audit purposes upon reasonable advance notice. Photocopies of medical records and other files, reports, books and records shall be without charge to KP and Payers unless otherwise required by law. Provider agrees to allow access to or to supply copies of records, as requested, within 14 calendar days of the receipt of a request, where practicable, and in no event later than the date required by any applicable law or regulatory or accreditation authority. This Section shall survive the termination or expiration of this Agreement.

ARTICLE 8 **CONFIDENTIALITY**

KP acknowledges that Provider is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239 and as such its contracts are public documents available for copying and inspection by the public. This Agreement shall not become effective until it is presented to, and approved during a public meeting of Provider's governing board. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party will, to the extent legally permissible, promptly notify the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy. If the Receiving Party remains legally required to make such disclosure, the

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Receiving Party will only disclose that portion of the Disclosing Party's Confidential Information which is legally required and, subject to applicable law, will use reasonable efforts to obtain reliable assurances that Confidential Information will be treated as confidential information and further disclosure will be restricted. Disclosures made pursuant to this Section will not alter the confidential designation of the Confidential Information, and the Receiving Party's confidentiality obligations will continue to the extent legally permissible with respect to non-compelled disclosures. KP and Provider agree that the Proprietary Information of the other is the exclusive property of the other and that they have no right, title or interest in the Proprietary Information of the other. KP and Provider agree to keep one another's Proprietary Information strictly confidential and agree not to disclose any Proprietary Information of the other to any third party, except (i) to governmental or accreditation authorities having jurisdiction, (ii) as required in legal proceedings or government administrative proceedings or required by law or the requirements of an accrediting or regulatory agency or government contract, (iii) as necessary to enforce a party's rights for coordination of benefits, liens, reimbursement or subrogation, (iv) in the case of Health Plans' disclosure to perform business activities, to Members, Health Plans, Payers, and affiliates in the Kaiser Permanente Medical Care Program and to consultants and vendors under contract with Health Plans and subject to substantially similar confidentiality restrictions, or (v) as otherwise directed in writing by the party owning the Proprietary Information. This Section shall survive the termination or expiration of this Agreement, regardless of the circumstances of termination or expiration.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

9.1 Insurance. Hospital (Provider) is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. Hospital will provide Company with a Certificate of Coverage certifying self-coverage. Throughout the term of this Agreement, Provider shall maintain insurance or self-insurance, which covers their respective acts, errors and omissions in providing, arranging for, or denying coverage for Services under this Agreement. The limits of such insurance shall have (1) commercial general liability and property damage insurance with limits of liability not less than \$5,000,000 per occurrence or claim and \$10,000,000 annual aggregate, (2) as applicable, a policy of professional liability insurance for hospital services with limits of liability not less than \$10,000,000 per occurrence or claim and \$25,000,000 annual aggregate and for physician or other practitioner services with limits of liability not less than \$1,000,000 per occurrence or claim and \$3,000,000 annual aggregate, Failure to secure and maintain such insurance or self-insurance in sufficient amounts to cover any and all claims arising hereunder shall constitute a material breach of this Agreement. Provider shall also maintain workers' compensation insurance and unemployment insurance to the extent required by law. The insurance coverage requirements set forth in this Agreement may be wholly or partially satisfied by a program of self-insurance; provided, however, that such self-insurance program shall be adequately funded. Provider may obtain and may permit physicians and other practitioners providing patient care services under this Agreement to obtain, one or more claims-made policies to fulfill its/their obligations under this Section so long as Provider and any such physicians or other practitioners obtain any extended reporting endorsements (tail coverage) for such policies as may be necessary to provide continuous coverage without interruption throughout the term of this Agreement

and for at least ten (10) years following termination or expiration of this Agreement. If any of these policies provide for deductibles, deductible amounts shall be consistent with deductible amounts common and customary for comparable policies of insurance. Provider shall provide evidence of coverage to Health Plans at any time upon reasonable request by Health Plans. This Section shall survive the termination or expiration of this Agreement.

9.2 Indemnification.

9.2.1. Provider Indemnification. Subject to applicable Nevada law, Provider agrees to defend, indemnify, and hold harmless KP and all Payers, and each of their respective officers, trustees, directors, managers, shareholders, partners, members, employees, agents, and affiliates from and against any and all claims, loss, actions, litigations, liability, judgments, settlements, obligations, costs, damages or expenses, including reasonable attorney's fees, arising from or resulting from or a consequence of the negligent acts or omissions of Provider or any of its staff, employees, officers, trustees, directors, managers, shareholders, partners, members, affiliates or agents.

9.2.2 KP Indemnification. Subject to applicable Nevada law, KP agrees to defend, indemnify, and hold harmless Provider and each of its respective officers, trustees, directors, managers, shareholders, partners, members, employees, agents and affiliates from and against any and all claims, loss, actions, litigations, liability, judgments, settlements, obligations, costs, damages or expenses, including reasonable attorney's fees, arising from or resulting from or a consequence of the negligent actions or omissions of KP or any of its staff, employees, officers, trustees, directors, managers, shareholders, partners, members, affiliates, or agents.

9.3 Cooperation of the Parties. KP and Provider shall cooperate in the investigation and disposition of any claims arising out of or relating to this Agreement, provided that nothing shall require any entity to cooperate to its own legal detriment or disclose any documents, records or communications that are protected from disclosure under the peer review privilege, the attorney-client privilege, the attorney work-product doctrine, or other rules governing such privileged materials.

ARTICLE 10 **MISCELLANEOUS**

10.1 Communication with Members. Nothing in this Agreement shall be construed to limit Provider's ability to freely communicate with a Member or the Member's authorized representative about the Member's treatment options.

10.2 Assignment, Delegation and Subcontracting. Provider shall not assign, delegate, or subcontract any of its rights, duties, or obligations under this Agreement without the prior written consent of KP. Any material change of the direct or indirect ownership or control of Provider or sale of substantially all its assets shall be deemed an assignment for purposes of this Section. Any consent of KP to such an assignment, delegation, or subcontract shall be conditioned upon a written agreement by the assignee, delegate or subcontractor to the terms and conditions of this Agreement, as if an original signatory hereto. Unless otherwise required by law or arranged with KP in writing, Provider shall be responsible for all payments to such assignee, delegate or subcontractor; and no such assignee,

delegate or subcontractor shall seek reimbursement from or have any recourse against KP or any Payer for any Services the assignee, delegate or subcontractor provides to Members. No such assignment, delegation or subcontract shall release Provider from liability to KP for the acts or omissions of either Provider or the assignee, delegate, or subcontractor. Any attempted assignment, delegation, or subcontracting without the prior written consent of KP shall allow KP to terminate this Agreement for cause and seek whatever other remedies as may be available by law or contract. This Agreement may be assigned, subcontracted, or duties delegated by KP to related and unrelated third parties upon notice to Provider.

10.3 No Third Party Beneficiaries. With the exception of Section 4.6 (Member Hold Harmless) and Section 5.7.2 (Continuity of Care), both of which shall be construed to be for the benefit of Members, nothing in this Agreement shall be construed to give any person or entity other than Provider or KP any benefits, rights or remedies. No action to enforce the terms of this Agreement may be brought by any person or entity other than Provider or KP.

10.4 Force Majeure. Any delay or failure in the performance by a party of its obligations under this Agreement shall be excused if and to the extent caused by the occurrence of a force majeure. For purposes of this Agreement, a force majeure means any extraordinary circumstance that is beyond the reasonable control of the party claiming force majeure and that prevents or impedes the due performance of the Agreement by that party, including, war, acts of terrorism, riots or civil commotions, acts of government, fires, floods, hurricanes, earthquakes or other natural disasters or adverse weather conditions, widespread infections, epidemics or pandemics, embargoes or boycotts, and labor disputes or disturbances. The party claiming force majeure shall give written notice to the other party as soon as practicable (including the date of occurrence and the anticipated duration) and shall use its best efforts to minimize the potential adverse effects to the other party; and the other party shall be entitled to take any necessary measures or actions, including temporarily making alternative arrangements to fulfill the obligations under the Agreement, until the party claiming force majeure can resume performance under the Agreement.

10.5 Use of Name. Each of KP and Provider reserves to itself the right to, and the control of the use of, its own names, symbols, trademarks and service marks, presently existing or hereafter established, and neither KP nor Provider shall use the other's names, symbols, trademarks or service marks in any advertising or promotional materials or communication of any type or otherwise without the other's prior written consent. Notwithstanding the foregoing, Provider consents to KP's use of its name, address and telephone number in lists of providers, practitioners and facilities and other marketing materials that KP may publish from time to time during the term of this Agreement.

10.6 Publicity. In the interest of presenting accurate information to the general public and Members, and of maintaining good public relations, KP and Provider shall consult with each other regarding any issue relating to this Agreement or the delivery of Covered Services to Members under this Agreement that gives rise to media interest or public relations concern, and shall cooperate in developing any statements or press releases in connection with any such issue.

10.7 Governing Law. The validity, enforceability and interpretation of any provision of this Agreement shall be governed by the laws of the state (or District of Columbia) in which Provider

renders Services to Members except: (1) as that state's law is preempted by federal law, (2) as otherwise required by contractual requirements imposed upon KP by the Medicaid, Medicare, Federal Employee Health Benefit Program, Affordable Care Act Exchange requirements, TriCare, or state health care program laws or contracts, or (3) as otherwise required by another state's law regulating a Payer. Any provision required to be in this Agreement by law regulating a Payer or government contract shall bind the parties whether or not specifically articulated in this Agreement.

10.8 Severability. A determination that any provision of this Agreement, or any application thereof in any given instance, is invalid, illegal, void or unenforceable shall not affect the validity, legality or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement.

10.9 Waiver. A failure of any party to exercise any provision of this Agreement shall not be deemed a waiver. Before any waiver of any provision of this Agreement can be enforced, the waiver must be in writing and signed by the party against whom the waiver is sought. Any such waiver shall not operate or be construed as a waiver of any other provision of this Agreement or a future waiver of the same provision.

10.10 Amendment. This Agreement constitutes the entire understanding of the parties, and no changes, amendments or alterations shall be effective unless in a writing signed by the parties. Notwithstanding any other provision of this Agreement, if any party reasonably determines that a modification of this Agreement or any Exhibit to this Agreement is necessary to cause it (or Health Plans) to be in compliance with state or federal law or the requirements of an accrediting or regulatory agency or a government contract (any such modification a "Legally Required Amendment"), that party shall give the other parties written notice of the proposed modification, the justification for the modification, and the date on which it is to go into effect. Such effective date shall not be less than 45 business days following the date of the notice (unless a shorter period of time is required by law or a government contract), provided that if the modification to this Agreement requires regulatory filings or approvals with respect to any individual Plan, the effective date with respect to that Plan shall be the later of the date established pursuant to the above, or the date that all required regulatory filings and approvals are complete. The party providing notice of a Legally Required Amendment shall consider any objection made by the other parties concerning the proposed modification during the notice period.

10.11 Interpretation of the Agreement. The captions or headings in this Agreement are included for purposes of convenience only, and shall not affect in any way the meaning or interpretation of any provision or term of this Agreement. This Agreement shall be interpreted according to its fair intent and not for or against any one party on the basis of whether such party drafted the Agreement. All references to "including" or "include(s)" shall mean "including, without limitation" and "include(s) without limitation," respectively. The omission of a particular example or the inclusion of any examples shall not be construed to broaden or limit the effect of the language. References to Provider shall include references to Provider, any employees or agents of Provider, and any of Provider's assignees, delegates or subcontractors, and their employees or agents.

10.12 Statutory and Other References. Any reference to a statute, regulation, executive order, government agency or program, regulatory body, accreditation standard, or accreditation organization refers to the statute, regulation, executive order, government agency or program, regulatory body, accreditation standard, or accreditation organization as amended from time to time, and to any successor statute, regulation, executive order, government agency or program, regulatory body, accreditation standard, or accreditation organization.

10.13 Counterparts. This Agreement and any amendments may be executed in separate counterparts, none of which need contain the signatures of all parties, and each of which when so executed shall be deemed an original. Such counterparts shall together constitute and be one and the same instrument. Facsimile or electronic signatures shall be as valid as original signatures.

10.14 Non-Exclusivity. This is not an exclusive Agreement. The parties to this Agreement may enter into similar agreements with other parties. KP reserves the right to arrange for other providers to provide Services to Members.

10.15 No Volume Guarantee. KP and Payers do not represent, warrant, or covenant any minimum number of patients or Members will be referred to Provider under this Agreement. KP and Payers do not represent, warrant, or covenant any minimum dollar value of the Services to be rendered by Provider under this Agreement.

10.16 Independent Contractor. Provider is an independent contractor to KP. Nothing in this Agreement is intended to create nor shall it be construed to create between KP, on one hand, and Provider, on the other, a relationship of principal, agent, employee, partnership, joint venture or association. Neither KP nor Provider has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other. No Individual shall be entitled to or shall receive from KP any remuneration, including, without limitation, compensation for employment, employee welfare and pension benefits, fringe benefits, or workers' compensation, life or disability insurance or any other benefits of employment, in connection with providing Services. Provider represents and warrants that it is solely responsible for the timely payment of wages, proper classification of its workers, workers' compensation insurance, employee benefits, any payroll-related taxes and any other employment related liability for its workers, and for all legally required tax withholding for itself and its employees.

10.17 Remedies Cumulative. The rights and remedies of this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

10.18 Notice. All notices provided under this Agreement shall be in writing, signed by an authorized signatory, and shall be deemed given if sent to the addresses listed below as follows: (1) when personally delivered; (2) on the third (3rd) business day after the date mailed by United States Postal Service, postage prepaid, certified, or registered mail, confirmation of delivery or return receipt requested; and (3) when received, if sent by a commercial service with proof of delivery. Any party may change its address for notice purposes by written notice to the other parties. (4) via email for the duration of any federal declared national emergency or public health emergency. Any party may change its address for notice purposes by written notice to the other party(ies).

Address for KFH:

Kaiser Permanente
National Provider Contracting & Strategy
1Kaiser Plaza, 22nd Floor
Oakland, CA 94612
Email: NPCS-Team@kp.org
Address for the Federation:

1800 Harrison, 18th Floor
Attn: Executive Director
National Transplant Services
Fax: (510)625-2899

Address for Provider:

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

10.19 Entire Agreement. This Agreement and its exhibits, attachments and tables are collectively the final writing and contain all the terms and conditions between the parties and supersede any prior contracts, agreements, negotiations, proposals or understandings relating to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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KAISER FOUNDATION HOSPITALS

Signed by:
By: Juan Carlos Davila
BF5643B442A240D...

Print name: Juan Carlos Davila

Title: Senior Vice President

Date: 11/22/2024 | 2:27 PM PST

THE PERMANENTE FEDERATION LLC

Signed by:
By: Scott S. Young M.D.
A3C9B97B16CD4CF

Print name: Scott S. Young, M.D.

Title: Senior Medical Director, Quality & CMI

Date: 11/21/2024 | 5:29 PM PST

PROVIDER

By: Mason Van Houweling

Print name: Mason Van Houweling

Title: Chief Executive Officer

Date: 11/22/2024

EXHIBITS A - E

[The information in these attachments are 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

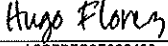
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

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.

Signed by:

Hugo Florez



Signature

A5C7D7B3F398490...

Print Name

VP Provider Contracting & Strategy 1/21/24

Title

Date

DISCLOSURE OF RELATIONSHIP

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

| NAME OF BUSINESS OWNER/PRINCIPAL | NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE | RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL | UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT |
|----------------------------------|--|--|---------------------------------------|
| N/A | | | |
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* 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: Memorandum of Understanding with SCAN Health Plan Nevada, Inc. | Back-up: |
| Petitioner: Jennifer Wakem, Chief Financial Officer | Clerk Ref. # |
| Recommendation: | |
| <p>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Memorandum of Understanding with SCAN Health Plan Nevada for Managed Care Services; or take action as deemed appropriate. (<i>For possible action</i>)</p> | |

FISCAL IMPACT:

| | |
|---|-------------------------------|
| Fund Number: 5420.000 | Fund Name: UMC Operating Fund |
| Fund Center: 3000850000 | Funded Pgm/Grant: N/A |
| Description: Managed Care Services | |
| Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance | |
| Term: January 1, 2025 through December 31, 2025 (<i>Initial Term</i>) | |
| Amount: Revenue based on volume | |
| Out Clause: 90 business days w/o cause | |

BACKGROUND:

This request is for approval of a new Memorandum of Understanding (“MOU”) with SCAN Health Plan Nevada, Inc. (“SCAN”). SCAN provides healthcare coverage to Medicare beneficiaries in California, Arizona, Texas and Nevada, and serves more than 285,000 members. It is one of the largest not-for-profit Medicare Advantage plans in the country.

This MOU establishes that SCAN will compensate UMC for covered services provided to a SCAN member using Medical Allowable Rates and Reimbursements. This MOU is effective from January 1, 2025 through December 31, 2025 (the “Initial Term”), and may be renewed for successive one-year increments. SCAN and UMC continue to work in good faith to enter into a more definitive agreement by the end of the Initial Term of the MOU.

UMC’s Director of Managed Care has reviewed and recommends approval of this Agreement. This Agreement 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
December 4, 2024

Agenda Item #

12

**MEMORANDUM OF UNDERSTANDING AND TERM SHEET
BETWEEN SCAN HEALTH PLAN NEVADA, INC.
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
FOR THE PROVISION OF PROFESSIONAL AND FACILITY SERVICES**

This Memorandum of Understanding and Term Sheet (“MOU”) confirms an agreement on certain terms and provisions and is entered into and effective as of January 1, 2025 (“Effective Date”) between SCAN Health Plan Nevada, Inc., a Nevada nonprofit corporation, together with any SCAN entity that may be set forth in Exhibit E from time to time (each a “SCAN Entity” and collectively “SCAN”), and University Medical Center of Southern Nevada, a county-owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes doing business as University Medical Center (UMC) (“Provider”).

RECITALS

WHEREAS, each SCAN Entity and Provider desire to enter into an agreement for the provision and coordination of covered services to eligible and qualified Medicare and/or dually eligible beneficiaries who are covered by a SCAN Benefit Plan; and

WHEREAS, each SCAN Entity identified in Exhibit E is individually and separately responsible for its own duties and obligations under this MOU, and shall not be responsible for the duties and obligations, including but not limited to any payment obligations or any omissions, of any other listed entity;

WHEREAS, each SCAN Entity and Provider have agreed on preliminary terms as set forth in this MOU, and are working in good faith to enter into a definitive agreement; and

WHEREAS, each SCAN Entity and Provider desire for Provider to enter into this MOU for the provision and coordination of covered services to eligible and qualified Medicare and/or dually eligible beneficiaries who are covered by a SCAN Benefit Plan in accordance with the terms set forth herein until such time that each SCAN Entity and Provider enter into a definitive agreement.

THEREFORE, the parties hereto agree as follows:

1. Terms and Conditions. The terms and conditions below are intended to summarize the preliminary discussion between the parties and to outline the key agreed-upon provisions subject to the execution of a definitive agreement by and between each SCAN Entity and Provider (the “Agreement”). If each SCAN Entity and Provider do not enter into an Agreement by December 31, 2025, the terms set forth below shall be binding upon each SCAN Entity and Provider with respect to Provider’s provision of Covered Services (as defined in Exhibit A) to Members (as defined below) under this MOU. The binding terms and conditions mutually agreed to by the parties, inclusive of all Exhibits attached hereto and incorporated herein (Exhibits A-E), are as follows:

MOU Effective Date: January 1, 2025.

MOU Initial Term: The initial term of this MOU shall commence on the Effective Date, and shall remain in effect until December 31, 2025 (“Initial Term”). Thereafter, upon written agreement, the term of this MOU may renew for successive (1) one-year terms. Either party shall be able to terminate this MOU without cause by giving ninety (90) days’ prior written notice to the other party. Notwithstanding the foregoing, this MOU shall terminate upon the execution of a definitive agreement between each SCAN Entity and Provider

Covered Services. See Exhibit A.

Compensation Terms:

Each SCAN Entity, as applicable, shall compensate Provider for Covered Services provided to a Member (“Compensation Amount”) in accordance with the terms below and additional detail provided in Exhibit B (Compensation). Subject to the terms of this MOU and the Provider Operations Manual (as defined below), Provider and Contracted Providers (as defined below) shall accept the Compensation Amount as payment in full for the provision of Covered Services from such SCAN Entity. For the avoidance of doubt, amounts owed by a SCAN Entity for its SCAN Members shall not be an obligation and shall not be due and payable by any other SCAN Entity, including but not limited to as it pertains to Provider’s obligation to return identified overpayments to a SCAN Entity.

[REDACTED]

2. Licensure. Provider has and shall maintain all licensure required for the provision of services set forth in this MOU.
3. Term. (Intentionally omitted)
4. Credentialing Criteria. Provider and each Contracted Provider must be credentialed in order to qualify as an in-network provider for Members and to be eligible for payment from SCAN under this MOU. Prior to the satisfactory completion of credentialing, Provider and each Contracted Provider, as applicable, shall be considered out-of-network for purposes of Member cost-sharing and payment.
5. Confidentiality. All information concerning each party received by the other party and its representatives, and the Terms and Conditions set forth in this MOU, and any communications between the parties related thereto will be held in strict confidence among the parties and shall not be disclosed to any third person or party, with the exception of the parties’ legal and financial advisors. SCAN acknowledges that Provider is a public, county-owned Provider 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 records are public documents available for copying and inspection by the public. If Provider receives a demand for the disclosure of any information related to this MOU that SCAN has claimed to be confidential and proprietary, Provider will immediately notify SCAN of such demand and SCAN shall immediately notify Provider of its intention to seek injunctive relief in a Nevada court for protective order. SCAN shall indemnify and defend Provider from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of SCAN document in Provider's custody and control in which SCAN claims to be confidential and proprietary

6. Provider Operations Manual. The Provider Operations Manual is incorporated into this MOU and made a part hereof and may be updated from time to time by SCAN. SCAN may amend the Provider Operations Manual in its sole and absolute discretion. SCAN shall use reasonable efforts to provide timely notification of any material changes to the Provider Operations Manual. In the event Provider disagrees with the change, Provider shall notify SCAN in writing of the disagreement within thirty (30) calendar days of receipt of SCAN's communication of the change. SCAN and Provider shall discuss the issue and make good faith efforts to reach a mutually agreeable resolution. Notwithstanding Provider's right to notify SCAN of disagreements, the final decision with respect to any amendment shall be made by SCAN.
7. Definitions. All capitalized terms in the MOU and Exhibits shall have the following meanings:
 - 7.1. "Applicable Law" means all applicable federal and state laws, regulations, and governmental directives related to this MOU, as well as, with respect to Provider, applicable accreditation body requirements, as may be adopted, amended, or issued from time to time.
 - 7.2. "Benefit Plan" means a health benefit policy, health benefit contract or coverage document issued or administered by SCAN.
 - 7.3. "Clean Claim" means a claim for Covered Services that has no defect or impropriety requiring special treatment that will prevent timely payment. A Clean Claim is one that meets CMS billing criteria and references appropriate authorization by SCAN.
 - 7.4. "Coinsurance" means the out of pocket cost-sharing charges, in the form of a percentage of the total cost of services, a Member is required to pay for Covered Services at the time rendered.
 - 7.5. "Contracted Provider" means a physician, hospital, clinic, facility, health care professional or any provider of items or services that is employed by or has a contractual relationship with Provider. The term "Contracted Provider" includes Provider for those Covered Services provided by Provider.
 - 7.6. "Copayments" means the out of pocket cost-sharing charges, in the form of a flat fee, a Member is required to pay for Covered Services at the time rendered.

- 7.7. “Covered Services” means those Medically Necessary health care services and items covered under the applicable Member’s Benefit Plan that are eligible for payment if delivered in accordance with the terms of this MOU, as applicable.
- 7.8. “Deductible” means the out of pocket cost-sharing charges a Member is required to pay for Covered Services before SCAN will cover.
- 7.9. “Medically Necessary” means care which: is (a) necessary for the diagnosis or treatment of a medical condition; (b) provided in a manner appropriate for the symptoms, consistent with the diagnosis, and in accordance with professionally recognized standards of health care; (c) provided in a safe and appropriate setting given the nature of the diagnosis and severity of the symptoms; and (d) not provided primarily for the convenience of the Member, his/her family, the attending physician, or Provider.
- 7.10. “Medicare Allowable Rate” means the lesser of (i) the then current and applicable National Medicare Fee Schedule geographically adjusted for the Covered Services provided, less Member Cost Sharing Payments or (ii) the amount CMS would pay under original Medicare for the same Covered Services, less any applicable Member Cost Sharing Payments.
- 7.11. “Member” means a person who, at the time that services are rendered, is eligible to receive Covered Services under the terms of a SCAN Benefit Plan.
- 7.12. “Member Materials” means the evidences of coverage or member handbooks, as amended from time to time, that SCAN Entities issue to Members and that include complete descriptions of the terms, conditions and benefits available to Members under the applicable Benefit Plan.
- 7.13. “Primary Care Physician” means the physician selected by or assigned to a Member to provide, coordinate, and oversee care in accordance with the Member Materials.
- 7.14. “Provider Operations Manual” means the document or series of documents created, maintained, updated and distributed from time to time by SCAN that describes SCAN’s policies and procedures and other requirements for the Benefit Plans. The Provider Operations Manual is located on the SCAN website at www.scanhealthplan.com.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

SCAN Health Plan Nevada, Inc
a Nevada nonprofit corporation



Name: Karen Schulte

Title: President

Date: 11/21/2024

University Medical Center of Southern Nevada
a Nevada nonprofit corporation

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

TIN: 88-6000436

EXHIBIT A

Covered Services - Fee-For-Service

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

EXHIBIT B
Compensation

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

Exhibit C - Provider Locations

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

EXHIBIT D

CMS Requirements Exhibit

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

Exhibit E - SCAN Entities

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

EXHIBIT F
Delegation Agreement

Intentionally left blank

**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: approximately 20 | | | | | | |
| | | | | | | |
| Corporate/Business Entity Name: SCAN Health Plan Nevada, Inc. | | | | | | |
| (Include d.b.a., if applicable) | | | | | | |
| Street Address: | | 3800 Kilroy Airport Way, Suite 100 | | Website: www.scanhealthplan.com | | |
| City, State and Zip Code: | | Long Beach CA 90806 | | POC Name: Josh Martin | | |
| | | | | Email: j.martin@scanhealthplan.com | | |
| Telephone No: | | (800) 559-3500 | | Fax No: | | |
| Nevada Local Street Address: (If different from above) | | | | Website: | | |
| City, State and Zip Code: | | | | Local Fax No: | | |
| Local Telephone No: | | | | Local POC Name: | | |
| | | | | Email: | | |

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

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

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

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

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

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

Yes No UNKNOWN

(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 UNKNOWN

(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.

Karen Schulte
Karen Schulte (Nov 22, 2024 14:17 PST)

Karen Schulte

Signature

Print Name

President

11/22/2024

Title

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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 Optiv Security Inc. | Back-up: |
| Petitioner: Jennifer Wakem, Chief Financial Officer | Clerk Ref. # |
| Recommendation: | |
| <p>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreement with Optiv Security Inc. for Exabeam Security Incident and Event Monitoring Platform; authorize the Chief Executive Officer to execute future Order Forms within his delegation of authority; or take action as deemed appropriate. (For possible action)</p> | |

FISCAL IMPACT:

| | |
|--|-------------------------------|
| Fund Number: 5420.000 | Fund Name: UMC Operating Fund |
| Fund Center: 3000854000 | Funded Pgm/Grant: N/A |
| Description: Exabeam Security Incident and Event Monitoring Platform | |
| Bid/RFP/CBE: NRS 332.115(1)(h) - Computer Software | |
| Term: 11/24/2024 – 11/23/2027 | |
| Amount: \$1,047,375 | |
| Out Clause: 30 days w/o cause | |

BACKGROUND:

Since March 2011, UMC has had a Master Purchase Agreement with Optiv Security Inc. (“Optiv”) to provide and resell information security services and security technology products.

This request is to enter into a new Agreement with Optiv for Exabeam Security Incident and Event Monitoring Platform (“Exabeam”). Exabeam helps UMC maintain HIPAA compliance by enhancing its ability to secure patient data, detect and respond to security threats, and demonstrate adherence to regulatory requirements. This platform offers protection for electronic protected health information, incident detection and response, auditing and logging, reporting, risk management, data retention, and monitoring. By providing tools for real-time monitoring, effective incident response, and comprehensive reporting, Exabeam empowers UMC to strengthen its security posture, protect patient information, and effectively meet HIPAA regulatory requirements.

UMC will compensate Optiv a potential aggregate amount of \$1,047,375 for three (3) years from November 1, 2024 through November 23, 2027. Either party may terminate this Agreement with a 30-day written notice to the other. Staff also requests authorization for the Hospital CEO, to execute future order forms at his discretion and within his delegation of authority if deemed beneficial to UMC.

Cleared for Agenda
December 4, 2024

Agenda Item #

13

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.

Optiv currently holds a Clark County business license.

MASTER PURCHASE AGREEMENT

This MASTER PURCHASE AGREEMENT ("Agreement") is made and entered into this 10th day of March, 2011 (the "Effective Date") by and between Clark County Nevada and University Medical Center of Southern Nevada, with its principal office at 500 South Grand Central Parkway, Las Vegas, NV 89106 ("Company") and FishNet Security, Inc. a Missouri Corporation, with its principal office located at 1710 Walnut Street, Kansas City, MO 64108 ("FishNet").

WHEREAS, the Company has a need for the Services and/or Products of FishNet, and;

WHEREAS, FishNet desires to provide such Services and Products to Company;

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

1. Definitions

"Affiliate(s)" means, a subcontractor, advisor, agent, or affiliated entity controlling, controlled by, or under common control, performing on behalf of the Receiving Party in its obligations hereunder who have entered into a confidentiality agreement no less restrictive than the terms of this Agreement.

"Confidential Information" as used in this Agreement shall include, but not be limited to, any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation or data (including but not limited to computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, customer information, personal individual information, and lists compilations). All information communicated during the course of this Agreement, whether written or oral, shall be assumed confidential even it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a Disclosing Party's Confidential Information is the proprietary property of the Disclosing Party, its Affiliates or customers and constitute valuable trade secrets. Nothing herein shall be construed as granting the Receiving Party any right of use, title or interest in the Disclosing Party's Confidential Information.

"Derivative Work" means work which is based upon or related to one or more Pre-Existing Works such as a revision, modification, translation, abridgement, condensation, expansion or any other form in which such Pre-Existing works may be recast, transformed or adapted, whether that work stands alone or is combined with other works and which may include processes, methods and procedures.

"Disclosing Party" is a party to this Agreement which discloses its Confidential Information to a Receiving Party.

"Documentation" means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relates to the Services provided hereunder, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory of informational materials, whether in paper or electronic form, that relates to the Products provided hereunder.

"Pre-existing Work" means all work product created, conceived, developed or first reduced to practice by FishNet prior to FishNet's commencement of the Services provided pursuant to this Agreement, including, without limitation, designs, inventions, improvements, processes, computer programs, software, source code, object code, graphics, pictorial representations, user interfaces, functional specifications, reports, spreadsheets, presentations and analyses.

"Products" means all software, equipment and related items identified in the applicable Purchasing Document, along with all documentation relating to such Products.

"Purchasing Document" means a purchase order or Statement of Work which clearly identifies the products and/or Services to be purchased by Company pursuant to a valid quote or proposal provided by FishNet.

"Receiving Party" is a party to this Agreement which accepts, receives, views, or otherwise obtains Confidential Information from a Disclosing Party.

"Services" means information technology security services provided by FishNet pursuant to this Agreement, as requested by Company and described in a SOW to be mutually agreed upon in writing and signed by both parties.

"Statement of Work" ("SOW") means a document executed by both parties which sets forth the Services to be performed by FishNet, under the terms and conditions set forth herein. Each SOW shall define the specific Services to be provided, work schedule, location of Services, fees and expenses and other particulars that shall govern the Services under such SOW. Unless any provisions of this Agreement are specifically excluded or modified in a particular SOW, each such SOW shall be deemed to incorporate all the terms and conditions of this Agreement and may contain such additional terms and conditions as the parties may mutually agree. All SOWs, once duly executed, shall be incorporated into and form a part of this Agreement.

2. Term and Termination

Term. The term of this Agreement shall commence on the Effective Date and remain in force unless terminated as provided herein.

Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach, except that FishNet shall have the right to terminate this Agreement upon five (5) days prior written notice to Company for nonpayment of fees which are not the subject of a dispute. Company shall reimburse FishNet for any Services and/or Products delivered through the date of termination. Termination of this Agreement for any reason does not release either party from any liability which, at the time of termination, has already accrued to the other party.

3. Pricing and Fees

Services Pricing. All Services performed by FishNet shall be rendered in accordance with the fees set forth in a SOW. Company will pay FishNet in accordance with the terms contained herein unless different payment terms have been identified and agreed upon in a SOW.

Product Pricing. The Products purchase price shall be specified on a valid FishNet quote.

Shipping Fees. Company is responsible for all shipping and handling fees for Products. Company may select method of transportation by providing carrier third party billing number.

Taxes. Company is responsible for any sales or use taxes assessed on its payment for Services or Products. FishNet will itemize sales or use taxes separately on FishNet's invoices. FishNet is responsible for all other taxes, duties and fees. If Company is exempt from taxation for the Services or Products, it will submit an exemption certificate to FishNet.

4. Invoicing and Payment Terms.

FishNet shall invoice Company in accordance with this Agreement or a SOW, for all Services provided and reasonable out-of-pocket expenses authorized by Company and incurred through the date of such invoice.

FishNet will invoice Company for the Products upon shipment.

All invoices shall prominently reference Company's purchase number.

Payment of undisputed amounts shall be made by Company within thirty (30) days after Company's receipt of FishNet's invoice. Company will provide written notification of any disputed invoice within five (5) days of receipt. Disputed amounts shall be paid within ten (10) days of resolution.

5. Confidentiality

Use and Care. Confidential Information provided under this Agreement by one party to another shall be used only for the purpose for which it was provided and to those employees and Affiliate(s) of the Receiving Party with a "need to know" and an obligation to protect. Any use or disclosure that is not expressly provided for in this Agreement is prohibited. Each party shall use the same degree of care to avoid disclosure or use of Confidential Information as it employs with respect to its own proprietary information, and in any event shall take all precautions that are reasonably necessary to protect the security of the other party's Confidential Information.

Exclusions. Information shall not be deemed confidential if the receiving party can show that the information:

- (a) is previously known or in the possession of the Receiving Party prior to the Effective Date of this Agreement;
- (b) is or subsequently becomes part of the public domain through no fault of the Receiving Party;
- (c) is subsequently disclosed by a third party not under any confidentiality obligation to the Disclosing Party;
- (d) is developed independently by the Receiving Party without reliance on the Disclosing Party's Confidential Information;
- (e) is otherwise approved by written authorization from the Disclosing Party; or
- (f) is required to be disclosed pursuant to a valid order by a court or other governmental entity with jurisdiction, provided that Receiving Party provides the Disclosing Party with prompt written notice of such demand (prior to any scheduled disclosure) in order to permit Disclosing Party to challenge such disclosure or obtain a protective order at Disclosing Party's expense.
- (g) Is required to be disclosed under Nevada's Public Records Law, NRS 239.

The Receiving Party shall have the burden of proof with respect to any claimed exception to the obligations of confidentiality.

Return. Each party further agrees that within thirty (30) days of the completion of the discussion or work associated with any particular Confidential Information or upon request of the Disclosing Party, the Receiving Party and its Affiliates will return or securely destroy (at the Disclosing Party's election) all electronic or tangible items in their possession containing any of the Disclosing Party's Confidential Information without retaining copies of the items required to be returned. If applicable, the Receiving Party shall send the Disclosing Party written certification of destruction of Confidential Information.

Remedies. Upon the occurrence or the threatened or likely occurrence of any breach hereof, Disclosing Party shall be entitled to temporary, preliminary and permanent equitable and injunctive relief, it being expressly stipulated that any unauthorized disclosure shall cause irreparable harm to Disclosing Party and that Disclosing Party shall not in such event have an adequate remedy at law. Receiving Party agrees that if there is any unauthorized use or disclosure of Disclosing Party's Information by any of Receiving Party's employees or any other third party with access to Disclosing Party's Information through Receiving Party, Receiving Party will enforce for Disclosing Party's benefit, through litigation if necessary, all rights provided under law to seek damages and protection from additional disclosure. In the event that Disclosing Party has provided Receiving Party with information in which any third party has an interest (including, without limitation, software or other trade secrets licensed to Disclosing Party by such third party), The foregoing remedies are cumulative and in addition to any and all other remedies available at law or in equity. No waiver or modification of the terms hereof shall be binding unless in writing signed by Disclosing Party. No waiver of any provision hereof at any time shall operate as a waiver of any other provision or as a waiver of any subsequent breach of the same provision. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions, all of which shall continue in full force and effect. In the event litigation arises out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

Disclaimers. This Agreement does not create any agency or partnership between the parties. All Confidential Information is "AS IS" and without representation or warranty. If a party takes any action permitted hereunder and relies on the other party's Confidential Information, it does so at its own risk and expense.

6. Insurance

During the term of this Agreement, FishNet shall, at a minimum, maintain at its own expense, the types and amounts of insurance set forth in this Section 6. Each policy of insurance required shall be written in an insurance company with an A.M. Best rating of A-: 7 or better and qualified to do business in the state(s) applicable to this Agreement.

Commercial General Liability. Commercial General Liability Insurance, written on an ISO "occurrence form" or its equivalent, with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury including coverage for all of the following: (A) Premises and Operations; (B) Independent Contractors working for FishNet on Services covered by this Agreement; (C) Contractual Liability; (D) Personal and Advertising Injury; (E) Employees as Insureds; and (F) Severability.

The policy must be endorsed to name Company and its officers and employees, as Additional Insureds. Further, the policy shall contain a provision making it primary and not contributory to any insurance these Additional Insureds may have in place which would also apply to a loss.

Workers' Compensation. Workers' Compensation Insurance in compliance with the statutory requirements of the state(s) in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit.

Automobile Liability. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which FishNet may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

Employee Dishonesty. FishNet shall obtain an employee Fidelity Bond or a Crime Policy which includes coverage for employee dishonesty with sufficient limits of liability which will respond to FishNet's responsibility to Company for losses caused by the dishonest acts of FishNet or FishNet's

employees or agents. The limit of liability for such required coverage shall be at a minimum, \$100,000 per occurrence or per claim with a deductible no greater than \$10,000.

Professional Liability / Errors and Omissions / Technology Coverage. Technology, Information and Internet Errors and Omissions Liability insurance appropriate to FishNet's business and which at a minimum provides coverage for claims arising from:

- A. a negligent or wrongful act, breach of duty, error or omission made in the rendering or failure to render Services as described in the Agreement;
- B. infringement of copyright, domain name, trademark, trade name, trade dress, service mark or service name;
- C. invasion of privacy or public disclosure of private facts relative to Company's customers;
- D. a negligent or wrongful act, breach of duty, error or omission made with respect to the creation or dissemination of electronic content; and
- E. FishNet's failure to prevent unauthorized access to or unauthorized use of FishNet's computer system which results in the theft or destruction of Company's data or a breach of privacy

Certificates of Insurance. Prior to performance of any Services, FishNet shall furnish a Certificate of Insurance evidencing all coverages and required special provisions described herein.

The Certificate Holder shall read:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

Should FishNet's insurance expire during the term of this Agreement, Certificates of Insurance evidencing the renewal of FishNet's required insurance, including required special provisions, must be received by Company five (5) days prior to expiration of such insurance.

All insurance policies shall be specifically endorsed to provide that coverages afforded under the policies will not be cancelled for any reason until at least thirty (30) days' prior written notice has been given to Company by the insurer, except non-payment of premium may be ten (10) days. The Certificate of Insurance evidencing each policy must state, "the issuing insurer will mail thirty (30) days' (ten (10) days' for non-payment) written notice of cancellation to the Certificate Holder."

Recovery Rights. FishNet hereby waives its rights of recovery (except Professional Liability) against Company and its officers and employees for any payment of a loss arising out of the Services described in this Agreement and paid out under the policies required to be carried by FishNet.

Subcontractors. If FishNet uses any subcontractor(s) to perform the Services described in this Agreement, then FishNet shall require that the subcontractor(s) maintain appropriate insurance to protect the subcontractor, FishNet, and Company against loss arising from the Services described in this Agreement.

7. Delivery of Service

FishNet's personnel will work within Company's normal business hours. If requested by Company (i) any hours worked in excess of eight (8) hours will be billed at time and a half; (ii) any hours worked on a weekend (Saturday and/or Sunday) will be billed at time and a half; and (iii) any hours worked on a holiday will be billed at double time. Travel time by FishNet's personnel to Company's premises will not

be reimbursed. To the extent any of FishNet's travel expenses are authorized for reimbursement hereunder, FishNet understands and agrees that travel expenses must be pre-approved by Company.

Changes to Service. Changes to the scope of Service set forth in a SOW shall be documented and agreed upon by the parties in a change order. If such change cause an increase or decrease in any charges or causes a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule shall be agreed upon by the parties and included in the change order, signed by both parties.

Performance Warranty. FishNet warrants that it will perform the Services described in a SOW in accordance with the requirements and specifications set forth therein. In the event such Services do not meet the requirements and specifications agreed upon, Company shall provide FishNet with written notice and details of such non-complying Services within fifteen (15) days after completion of the Services involved. After determination by FishNet that such Services were not in conformance to the requirements and specifications, FishNet shall re-perform such non-complying Services at no additional cost.

Background and Security Checks. FishNet warrants and agrees to perform, at its sole cost, a background check for criminal convictions involving a dishonest act, (including but not limited to fraud, theft, and embezzlement), criminal convictions involving an injury or threatened injury to another person, driving record and social security number trace/verification checks on every FishNet's personnel assigned to perform Services under this Agreement. FishNet warrants and agrees that it will assign only those personnel whose criminal background check indicates that such personnel has not been convicted of or entered a no contest plea to a dishonest act or an injury or threatened injury to another person, and are legally permitted to work in the United States.

8. Delivery of Product

Title and Delivery. FishNet will deliver the Products as specified in Company's Purchasing Document. Title to the Products and all risk of loss shall pass to Company upon delivery to the Company or Company's carrier.

Product Warranty. FishNet agrees to pass all standard manufacturers' product warranties directly to Company for any Products purchased from FishNet but never less than thirty (30) days. FishNet represents and warrants that: (a) as of the date of shipment, FishNet shall have all right, title, ownership, marketing and other rights required to sell the Products to Company, and that the Products shall be free and clear of all liens and encumbrances; and (b) the Products will not infringe upon or violate any copyright, patent, trademark, trade secret or any other similar right of any third party or improperly contain the confidential information of any third party.

9. Intellectual property

FishNet acknowledges that any trade secret information, any copyrightable work product, and any and all other intellectual property rights developed, derived from or otherwise generated by the FishNet in performing Services hereunder shall be owned by and belong exclusively to Company and shall be deemed "works for hire" (as that term is commonly understood and as specifically defined under 17 U.S.C. §101). If such work product is not deemed to be a "work made for hire", FishNet hereby assigns and agrees to assign to Company the ownership of all rights, titles, and interests in such material, including, without limitation, inventions (whether patentable or unpatentable) and copyrightable work product, and Company shall have the right to obtain and hold in its own name, without obligation of any

kind to FishNet, patents, copyrights, or other protection that may be available or become available with respect to such items. FishNet further agrees to give Company and its designees or assignees all assistance reasonably required to perfect such rights, titles, and interests. These obligations shall survive and continue beyond the termination of FishNet's engagement with Company under this Agreement, and shall be binding upon FishNet's assigns, executives, administrators and other legal representatives.

FishNet will own right, title and interest in all Pre-Existing Works, Derivative Works and Documentation. FishNet hereby grants to Company, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to Company in connection with the delivery of Services and in accordance with this Agreement.

10. Indemnification

Except to the extent caused by the negligent acts or willful misconduct of Company, FishNet will indemnify, defend and hold the Company, its officers, directors, employees, agents, and permitted assigns harmless from and against all claims, demands, losses, liabilities, costs, expenses and reasonable attorneys' fees, arising out of a claim by a third party against a Company indemnitee (i) resulting from any negligent or willful act or omission of FishNet under or related to this Agreement and (ii) that the Products or Services and any resulting use of any Products or Services constitute an infringement of any intellectual property right of third party.

FishNet shall have no obligation to indemnify, defend or hold harmless Company for any claim of infringement caused by (i) use of the Service or Products by Company in combination with any other products or services in a way not authorized by FishNet, if the infringement would not have occurred but for such combination, or (iii) any alteration, change or modification of the Services or Products by Company not authorized by FishNet, if the infringement would not have occurred but for such alteration, change or modification.

11. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED HEREIN ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY FISHNET. FISHNET DOES NOT MAKE AND HEREBY DISCLAIMS, AND COMPANY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS SET FORTH IN SECTION 5 (CONFIDENTIALITY), AND SECTION 9 (INDEMNIFICATION) OF THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY COMPANY TO FISHNET DURING THE PRECEDING TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS AMOUNT.

12. Relationship of Parties

Personnel of FishNet shall be and remain at all times employees of FishNet and Services shall be performed for Company by FishNet as an independent contractor. FishNet shall be solely responsible for 1) Services performed by personnel of FishNet, 2) payment of all compensation owed to personnel of FishNet, including payment, if applicable, of employment-related taxes and benefits and worker's compensation insurance, and 3) the filing of all required employment returns and reports, and the withholding and/or payment of all applicable federal, state and local taxes or other assessments based on wages or employment. FishNet shall indemnify, defend and hold harmless Company from any employment-related tax assessment, penalties, interest, fines, reasonable attorney's fees and other costs incurred by Company as a result of FishNet's breach of this paragraph.

Personnel of FishNet shall not be eligible to receive any Company benefits including, but not limited to, health and welfare benefits and benefits under Company retirement plans.

13. Non-solicitation

The parties acknowledge that each other's business is dependent upon being able to attract, train and keep qualified persons and adequately utilize its employees. Unless it first obtains the prior written consent of the other party, neither party to this Agreement shall directly nor indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of the other party's employees to leave the employ of the other party, or hire or retain as an employee or as an independent contractor the other party's employees, during the term of this Agreement and for one (1) year immediately following the termination of the foregoing for any reason. Should either party solicit, hire or attempt to hire any employees from the other party during this period, the hiring party agrees to pay the other party as liquidated damages and not a penalty, within thirty (30) days of such event, a finder's fee of the relevant person's most recent monetary compensation (including bonuses) received during the preceding 12-month period with such non-hiring party (annualized for the purpose of calculating said finder's fee for employees engaged for less than 12 months). Notwithstanding the foregoing, the parties hereby acknowledge and agree that the restrictions of this Section shall not apply to the hiring by either party of any individual who, not being specifically solicited or targeted, responds to a general recruitment advertisement of the other party.

14. Dispute resolution.

In the event of any dispute arising out of or relating to this Agreement, the parties agree to attempt in good faith to resolve the dispute first by direct negotiation.

15. Notifications.

Any notice permitted or required under this Agreement shall be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by facsimile with confirmation by registered mail to the parties at the following addresses:

Notices to Company should be directed to:
Purchasing Manager
Clark County
500 S Grand Central Pky 4th Fl
Las Vegas, NV 89155-1217

Notices to Fishnet should be directed to:

FishNet Security, Inc.
1710 Walnut
Kansas City, MO 64108
Phone #: 888.732.9406
Facsimiles #: 816.421.3371
Attn: Contracts Department

Each party may change its address by giving similar notice.

16. Audit Rights

Records Maintenance. Each party will maintain complete auditable records of all financial and non-financial transactions relating to this Agreement for a period of three (3) years after the termination or expiration of this Agreement. Each party will provide access to the other party, its internal and external auditors, inspectors and regulators, at reasonable times, to records relating to the Services relating to (a) the accuracy of changes and invoices, (b) compliance with applicable laws or regulations, (c) compliance with the terms of this Agreement,

Procedures. Each party will provide the other with at least ten (10) business days notice of an audit. Each party will make the information reasonably required to conduct an audit available on a timely basis and assist the other and its internal or external auditors as reasonably as necessary. The parties will immediately, but in no event more than ten (10) business days after discovery of an over-billing or under-billing, reimburse the other for any billing discrepancy disclosed by the audit.

17. Assignment.

Except as otherwise expressly permitted under this Agreement, neither party's rights or obligations under this Agreement (except the right to receive money) shall be assigned or delegated without the written consent of the other party, except that either party may without such consent assign all of its rights and delegate all of its obligations under this Agreement to an Affiliate. Any consent required by this paragraph shall not be unreasonably withheld, conditioned or delayed. In the case of any assignment permitted hereunder without the other party's consent, the assignor shall promptly notify the non-assigning party in writing of the assignment and shall include in its notice a statement of the facts that permit assignment without consent. Nothing in this paragraph shall restrict a party's right to transfer property to which it has obtained ownership rights under this Agreement. Notwithstanding the foregoing, either party may assign this Agreement to an entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities or assets of their company upon written notice to the other party.

Assignment of Purchasing Document. Company reserves the right to assign any Purchasing Document to an equipment lessor of Company's choice, in which case Company's lessor will pay to FishNet the purchase price specified in the purchase document and title to the Products will be vested in the lessor. Except with respect to payment and title as specified in the preceding sentence, the assignment of a Purchasing Document to a lessor shall not alter or otherwise affect any obligations of FishNet or Company under this Agreement

18. Successors and Assigns.

This Agreement and each Purchasing Document issued hereunder shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties. Nothing in this paragraph shall be construed to permit any attempted assignment which would be unauthorized pursuant to any other provision of this Agreement.

19. General

Compliance with Laws. FishNet shall perform hereunder in compliance with all applicable laws and regulations. FishNet is an Equal Opportunity and Affirmative Action Employer.

No Publicity. Neither party shall without the other party's written consent, issue any announcement, news release, denial or confirmation of this Agreement or in any other manner advertise or publish this Agreement or its terms and conditions. Nothing in this Agreement is intended to imply that either party will agree to any publicity whatsoever. A party may, in its sole discretion, withhold consent to any publicity. In addition, nothing in this Agreement grants a party the right to use any trademarks, trade names or logos proprietary to the other party. Notwithstanding the foregoing, during the term of this Agreement only, Company agrees to act as a reference for existing and prospective customers of Fishnet. Fishnet may list Company's name on a customer list which it provides to prospective buyers of its Products or Services.

Force Majeure. For a period of up to thirty (30) days after a Force Majeure Event, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including, but not limited to orders or other governmental directives, acts of God, acts of a common enemy, fires, explosions which cause a delay or failure of performance (each "Force Majeure Event"); provided the non-performing party provides prompt notice to the other party and is without fault in causing such failure or delay, and such failure or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing or delayed party through the use of alternate sources, workaround plans or other means. In such an event, the non-performing or delayed party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such non-performing or delayed party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Notwithstanding the foregoing, no Force Majeure Event will excuse Company's obligation to pay undisputed amounts when due for Services or Products already delivered.

Governing Law and Venue. This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Nevada. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

Survival of obligations. Termination or cancellation of this Agreement for any reason, or completion of performance under any Purchasing Document, shall not relieve either party of any previously accrued obligations or of any obligations which by their nature are intended to survive such termination, cancellation or completion. Obligations which survive shall include but not be limited to obligations in connection with warranties, Confidential Information and indemnification.

Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect. The parties shall in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute shall be as consistent as possible with the original intent of the parties.

No Waiver. The failure by either party to enforce any of the provisions of this Agreement shall not be deemed a waiver of such provisions, or any subsequent breach thereof.

Remedies not exclusive. Unless this Agreement expressly states that a remedy is exclusive, no remedy made available under this Agreement is intended to be exclusive.

Entire Agreement, Modifications and Inconsistencies. This Agreement contains the entire understanding between the parties and may not be changed except by a separate writing signed by both parties expressly so modifying or waiving such. If any inconsistency exists between the terms of this Agreement and the terms of any Purchasing Document, the terms of the Purchasing Document will not control, unless otherwise agreed to in writing by the parties. Notwithstanding the foregoing, if any inconsistency exists between the terms of this Agreement and a mutually agreed to Purchasing Document, the Purchasing Document will control but such control is limited to the scope of that particular purchase.

Interpretation/construction. The paragraph headings in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. The wording in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party.

Counterparts. This Agreement may be executed in any number of counterparts which may include facsimile or electronic signatures, each of which shall be an effective and binding original, but all of which together shall constitute one instrument.

THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

**Clark county Nevada and
University Medical Center of Southern Nevada**

FISHNET SECURITY, INC.

By George W. Stevens
Name GEORGE W. STEVENS
Title Chief Financial Officer
Date 3/22/11

By [Signature]
Name Mark Williams
Title Chief Financial Officer
Date 03/10/11

Approved as to Form:

By David Roger
District Attorney
By [Signature]
Name Elizabeth A. Vibert
Title Deputy District Attorney
Date 3/19/2011

FISHNET'S FED. TAX ID #: 43-180-6449



Quote#: 1999579-3
Payment Terms: Net 30
Tax ID: 43-1806449
 Internal Reference#: Q-2425441

Date: 10/3/2024
Expiration: 11/23/2024

From:
 Ed Brolley
 (702) 5928815
 ed.brolley@optiv.com

To:
 UMCSN
 Maria Sexton
 Chief Information Officer
 1800 W. Charleston Blvd
 connie.sadler@umcsn.com
 Las Vegas, NV 89102
 US
 702-383-2000
 maria.sexton@umcsn.com

Client Solutions Advisor
 Steven Sucheich
 +1 (702) 3242419
 steven.sucheich@optiv.com

Client Operations Specialist:
 Ashley Beaver
 ashley.beaver@optiv.com

3-Year Renewal
 Payment Upfront

Remit Payment:
 Optiv Security Inc.
 PO Box 561618
 Denver, CO 80256-1610

| Line # | Product Description | Product Code | Term | Quantity | Customer Price | Customer Extended Price |
|--------|---|-----------------|--------------------------|----------|-------------------|-------------------------|
| 1 | Exabeam: Fusion | FUSION | 2024-11-24 to 2027-11-23 | 1.00 | USD ██████████ | USD ██████████ |
| 2 | Exabeam: SIEM Daily Ingest: 700 GB | SIEM-F | 2024-11-24 to 2027-11-23 | 1.00 | ██████████ | ██████████ |
| 3 | Exabeam: Security Investigation Daily Ingest: 700 GB | SI-F | 2024-11-24 to 2027-11-23 | 1.00 | ██████████ | ██████████ |
| 4 | Exabeam: Premier Success Plan | PREMIER-SUCCESS | 2024-11-24 to 2027-11-23 | 1.00 | USD ██████████ | USD ██████████ |

Subtotal : USD 1,047,375.00
Estimated Tax: USD 0.00
Estimated Shipping: USD 0.00
Grand Total: USD 1,047,375.00

Sales Quote Terms and Conditions

This Sales Quote, and the hardware, appliances, equipment, software, support, maintenance, services, and other products set forth in this Sales Quote, are subject to, and will be governed by, the terms and conditions of the Master Purchase Agreement dated March 10, 2011 by and between Clark County Nevada and University Medical Center of Southern Nevada and Optiv Security Inc. f/k/a FishNet Security, Inc. For purposes of clarity, all items in this Sales Quote are deemed to be "Products" under the Master Purchase Agreement.

Optiv Security Inc., 1144 15th Street, Suite 2900, Denver, CO 80202 United States

**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: 17 | | | | | | |
| | | | | | | |
| Corporate/Business Entity Name: Optiv Security Inc. | | | | | | |
| (Include d.b.a., if applicable) | | | | | | |
| Street Address: 1144 15th Street, suite 2900 | | | Website: www.optiv.com | | | |
| City, State and Zip Code: Denver, CO 80202 | | | POC Name: Ed Brolley | | | |
| | | | Email: ed.brolley@optiv.com | | | |
| Telephone No: (800) 574-0896 | | | Fax No: NA | | | |
| Nevada Local Street Address: NA | | | 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) |
|-----------|-------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

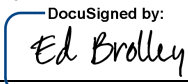
This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- 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:

 Signature: F2AD47F4456...
 sr. Client Manager

Ed Brolley
 Print Name
 11/25/2024 | 12:00:28 PM MST
 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 |
|-------------------------------------|--|--|---|
| | | | |
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* 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: RQI Program Renewal Change Order No. 2 with RQI Partners, LLC | Back-up: |
| Petitioner: Jennifer Wakem, Chief Financial Officer | Clerk Ref. # |
| Recommendation: | |
| <p>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the RQI Program Renewal Change Order No. 2 with RQI Partners, LLC for CPR training services; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)</p> | |

FISCAL IMPACT:

| | |
|--|-------------------------------|
| Fund Number: 5420.000 | Fund Name: UMC Operating Fund |
| Fund Center: 3000828000 | Funded Pgm/Grant: N/A |
| Description: CPR Training Services (RQI) | |
| Bid/RFP/CBE: NRS 332.115.1(k) – Instructional Materials and Subscriptions | |
| Term: Change Order – extend for three (3) years from 11/1/2024 to 10/31/2027 | |
| Amount: Change Order – additional \$894,450 | |
| Out Clause: 180 days w/o cause | |

BACKGROUND:

In July 2019, UMC entered into a Master Services Agreement (“Agreement”) with RQI Partners, LLC to provide online Resuscitation Quality Improvement (RQI) education and mobile equipment simulation stations for cardiopulmonary resuscitation (CPR) skills training. The RQI is a system developed jointly by the American Heart Association and Laerdal Medical to assist in the continuous improvement of resuscitation skills provided by healthcare workers through learning activities, performance feedback and measurement, and actual skills application in medical situations. After completion of the program, the learners receive an RQI verified eCredential and CME/CE credit.

This Change Order No. 2 requests to: (i) extend the Term of the Agreement for three (3) years through October 31, 2027; and (ii) renew the subscription services for RQI Healthcare Provider BLS, ALS and PALS (3,700 licenses), and to provide 21 simulation stations for employee training and recertification. The additional cost for this 3-year Term is \$894,450. Staff also requests authorization for the Hospital CEO to execute future amendments within his delegation of authority if deemed beneficial to UMC.

Cleared for Agenda
December 4, 2024

Agenda Item #

14

UMC's Organizational Development & Clinical Education Manager has reviewed and recommends approval of this Change Order. This Change Order has been approved as to form by UMC's Office of General Counsel.

RQI PROGRAM RENEWAL CHANGE ORDER NO. 2

THIS RENEWAL CHANGE ORDER NO. 2 ("CO") is dated as of the date fully executed below, and is attached to and made a part of the Resuscitation Quality Improvement Program Master Services Agreement (the "Agreement"), made effective on July 1, 2019, by and between RQI Partners, LLC, a Delaware Limited Liability Company, having its principal offices at 7272 Greenville Avenue, Dallas, Dallas County, Texas 75231 (hereinafter "RQIP"), and University Medical Center of Southern Nevada, whose principal offices are located at 1800 W. Charleston Blvd., Las Vegas, Nevada 89102 (hereinafter "Customer").

In consideration of the mutual promises of the RQIP and Customer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both, the parties, intending to be legally bound hereby, agree as follows:

1. Extension of Services

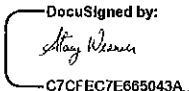
This CO modifies, amends, and supplements the Agreement as follows:

a. Extension Of Term

Per Section 12.1, the parties wish to renew and extend the term of the Agreement. The Agreement's Extended Term shall begin on November 1, 2024 and continue for 36 months ending on October 31, 2027.

b. The attached Quote # Q-28324 shall be annexed hereto and be made part of Exhibit A of the Agreement.

The Agreement, as amended, continues and remains in full force and effect, except as otherwise modified, amended or supplemented by this CO.

| | |
|--|--|
| RQI Partners, LLC | University Medical Center of Southern Nevada |
| Signed By:  C7CFEC7E665043A.. | Signed By: |
| Name: Stacy Weaver | Mason Van Houweling |
| Title: Vice President, Customer Impact | CEO |
| Date: 11/26/2024 | Date: |

Quote good through: December 31, 2024

Quotation



An American Heart Association
and Laerdal Program

RQI Partners, LLC
7272 Greenville Avenue
Dallas,
Texas 75231
USA

Quote#: Q-28324
Date: November 21, 2024
Expires On: December 31, 2024

CUSTOMER:

University Medical Center of Southern Nevada (UMC)
1800 W Charleston Blvd
Las Vegas
Nevada
United States
89102

ACCOUNT MANAGER:

Grant Walker
grant.walker@rqipartners.com

| PRODUCTS FAMILY: RQI | | | | | |
|--|----------|-----------------|------------|----------------|--------------|
| PRODUCT | QUANTITY | CONTRACTED TERM | LIST PRICE | PRICE PER UNIT | TOTAL PRICE |
| RQI Healthcare Provider RQI Self-Directed Basic Life Support (2020) (Existing) | 1,800 | 36 | \$88.00 | \$70.40 | \$380,160.00 |
| RQI Healthcare Provider ALS RQI Self-Directed Advanced Life Support (2020) (Existing) | 900 | 36 | \$96.00 | \$71.04 | \$191,808.00 |
| RQI Healthcare Provider PALS RQI Self-Directed Pediatric Advanced Life Support (2020) (Existing) | 400 | 36 | \$96.00 | \$72.96 | \$87,552.00 |
| RQI Healthcare Provider RQI Self-Directed Basic Life Support (2020) (New) | 400 | 36 | \$88.00 | \$70.40 | \$84,480.00 |
| RQI Healthcare Provider ALS RQI Self-Directed Advanced Life Support (2020) (New) | 100 | 36 | \$96.00 | \$71.04 | \$21,312.00 |
| RQI Healthcare Provider PALS RQI Self-Directed Pediatric Advanced Life Support (2020) (New) | 100 | 36 | \$96.00 | \$72.96 | \$21,888.00 |

| PRODUCTS FAMILY: EQUIPMENT | | | | | |
|---|----------|-----------------|------------|----------------|--------------|
| PRODUCT | QUANTITY | CONTRACTED TERM | LIST PRICE | PRICE PER UNIT | TOTAL PRICE |
| RQI Skill Station Traditional RQI Skills Simulation Station (2020 Total Existing) | 17 | 36 | \$0.00 | \$0.00 | \$0.00 |
| Additional per Station Fee Fee for additional station (8 of the 21 Complimentary) | 13 | 36 | \$2,750.00 | \$2,750.00 | \$107,250.00 |
| RQI Skill Station Traditional RQI Skills Simulation Station (2024 New Additional) | 4 | 36 | \$0.00 | \$0.00 | \$0.00 |

| QUOTE TOTALS | |
|--------------|--------------|
| Quote Total: | \$894,450.00 |

For Services Period: 11/1/2024 – 10/31/2027

Terms and Conditions

All Prices are in USD

This quotation represents a good faith offer for services offered by RQI Partners, LLC. Unless withdrawn orally or in writing by RQI Partners prior to acceptance, this quotation will be accepted by signing and returning to the representative of the Company that made the offer. The agreement created by your acceptance of the offer guarantees the pricing indicated in this quotation. The aforementioned notwithstanding, to the extent RQI Partners requires a Master Services Agreement with your purchase or you have already entered into a Master Services Agreement with RQIP, then this quotation is subject to the additional terms and conditions in the Master Services Agreement that your organization and RQI Partners will be required to execute, or will be subject to a Master Services Agreement that already exists with your organization. You will have 60 days to review and accept or reject the offer without any penalty to you. After that 60-day period, the offer in the quotation will expire, unless extended by RQI Partners.

The Customer acknowledges that RQI Partners may conduct usage audits and agrees to pay, as will be provided for in the Master Services Agreement, for any usage above the number of subscriptions specified in this quotation and/or the final Order Form. In the event Customer does not enter into a Master Services Agreement, Customer nonetheless understands and agrees that RQI Partners may conduct usage audits and agrees to pay for any usage above the number of

subscriptions specified in this quotation and/or final Order Form. Except in the case of out of box failure or product defect, the Customer may be responsible for replacing manikin faces, lungs and wipes, adult and infant resuscitation bags and manikin clothing.

This quotation is exclusive of relevant sales taxes. Relevant sales taxes will be added to all invoices unless Customer provides evidence of tax-exempt status. The State tax is State dependent and not known at this time.

Customer agrees to be bound by the Terms and Conditions and to pay all amounts shown on this Quotation. Subscription and license fees may be invoiced over the term of the agreement. The default invoicing frequency will be annual, unless Customer indicates otherwise. Fees for activations, custom services and licenses not covered by the Agreement will be invoiced upon delivery. Payment terms are net 60 days.

| | |
|----------------------|--------------------------|
| Customer Print Name: | Customer Job Title: |
| Customer Signature: | Customer Signature Date: |

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: One(1) | | | | | | |
| | | | | | | |
| Corporate/Business Entity Name: | | RQI Partners, LLC | | | | |
| (Include d.b.a., if applicable) | | | | | | |
| Street Address: | | 7272 Greenville Ave, Suite P2020 | | Website: https://rqipartners.com/ | | |
| City, State and Zip Code: | | Dallas, TX 75231 | | POC Name: Kimberly Rogers | | |
| Telephone No: | | (845)972-2499 | | Email: kim.rogers@rqipartners.com | | |
| Nevada Local Street Address: (If different from above) | | N/A | | Fax No: N/A | | |
| City, State and Zip Code: | | | | Website: | | |
| Local Telephone No: | | | | Local Fax 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) |
|-----------------------------|-------|---|
| N/A - no individual persons | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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 | Kimberly Rogers Print Name |
| Director, Accounting | 11/25/2024 Date |
| Title | Date |

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

| | |
|---|---------------------|
| Issue: Agreement with Tegria Services Group – US, 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 Tegria Services Group – US, Inc. for Epic Forms Conversion; 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 Center: 3000854000
Description: Epic Forms Conversion
Bid/RFP/CBE: NRS 332.115(1) (b) - Professional Services
Term: Estimated 6 months
Amount: \$300,000
Out Clause: 15 days w/o cause

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

BACKGROUND:

Since October 2022, UMC has had an Agreement with Tegria Services Group – US, Inc. for managed services support. This support is provided by a team of EPIC-certified experts who have experience in Epic revenue cycle management, denials, coding, and quality optimization in the healthcare field.

This request is enter into a new Agreement with Tegria for Epic forms conversion. Tegria will transition all UMC forms currently built and captured in BottomLine (Logical Ink) to Epic forms, laying the foundation for both present and future optimization. Tegria will design, build, and test the preferred electronic signature method and scanning workflow within Epic. They will also train IT staff to support the Epic forms build and the signature capture process. Additionally, Tegria will manage onboarding requirements, including planning, design, form creation, and workflow implementation.

UMC will compensate Tegria \$300,000 for an estimated 6 months from January 13, 2025 through July 11, 2025. Either party may terminate this Agreement with a 15-day written notice to the other. Staff also requests authorization for the Hospital CEO, to execute future extensions and amendments at his discretion and within his delegation of authority if deemed beneficial to UMC.

Cleared for Agenda
December 4, 2024

Agenda Item #

15

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.

A3158-O17357



**STATEMENT OF WORK
TEGRIA SERVICES GROUP – US, INC.**

Submittal

Pursuant to the Agreement for Managed Services Support dated October 27, 2022 (the “Agreement”), entered into between Tegria Services Group – US, Inc. (“Company” herein “Contractor”) and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“Hospital” herein “Customer”), Customer hereby submits this Statement of Work (“SOW”), including Schedules A and B hereto, to Contractor. Customer and Contractor may be referred to herein as the “Parties”.

The effective date of this SOW will be October 17, 2024 (“SOW Effective Date”) with pricing set forth valid for ninety (90) days. If the SOW is returned after ninety (90) days, it may be rendered, by Contractor, as invalid and, subsequently, reissued with updated pricing.

Dated submitted: _____

UNIVERSITY MEDICAL CENTER OF SOUTHERN
NEVADA

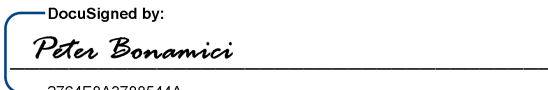
By: _____

Acceptance

Pursuant to the Agreement, Contractor hereby accepts this SOW.

Date Accepted: 10/17/2024_____

TEGRIA SERVICES GROUP – US, INC.

By: 
Peter Bonamici SVP

A3158-O17357



SCHEDULE A

TEGRIA SERVICES GROUP – US, INC.
STATEMENT OF WORK

Epic Forms Conversion

PROJECT SERVICES AND SCOPE OF WORK

This Schedule A sets forth the Project Services to be performed in accordance with the Agreement.

1. **Project Description.**

1a. **Overview of Services.** Contractor will partner with Customer to transition all Customer forms currently built and captured in BottomLine (Logical Ink) to Epic.

1b. **Project Services.** Project Services will be performed by members of Contractor’s team on a 100% remote basis. Any travel requested by Customer must be approved in advance by Contractor.

1c. **Duration of Project Services.** Duration of Project Services will begin January 13, 2025 through July 11, 2025. Any modifications to the Duration of Project Services provision due to unforeseen delays to Project Services or additional time needed to complete Deliverables (as outlined in Section 2b) will be mutually agreed to between Contractor and Customer and will not require an amendment to this SOW unless such modification causes a change to Project Services Compensation as defined under Schedule B. Such approval may be in written communications or electronic mail indicating approval.

1d. **Amendments to SOW.** Any change to the Project Services unless outlined under Section 1c will require approval in advance by both Parties and will be outlined in an amendment to this SOW. Customer understands that a rejection of any proposed change in the Project Services by Contractor does not automatically terminate this SOW.

2. **Project Scope/Project Deliverables.** Contractor will provide Customer with a focused, experienced team to assess the areas below. Specific deliverables are provided in further detail.

2a. **Project Scope.**

- From initial pre-discovery discussion, there are approximately 120 forms currently in-use in Logical Ink that need conversation. The high-level objectives include:
 - Transition of all forms currently in Logical Ink into Epic forms build to lay the groundwork for present and future optimization.
 - Preferred method of electronic signature and scanning workflow in Epic designed, built, and tested.
 - Mentoring of information technologies (“IT”) analysts to support Epic forms build and training support of signature capture workflow.
- **Onboarding & Kick-off.**
 - Contractor will complete all onboarding requirements and receive Customer Epic system access.
 - Contractor will hold a kick-off meeting to ensure all stakeholders involved in this engagement are aware of scope, timeline and information needed to meet objectives.

A3158-O17357



- **Planning & Design.**
 - Define the scope of all forms that need transitioning to Epic forms build including if languages other than English are needed.
 - Download and convert to plain-text all in-scope forms from Logical Ink and any other third-party sources.
 - Capture the key decisions on Epic form and electronic signature capture workflows including but not limited to the method of capture, the patient-facing workflow and where they are stored.
 - Finalize the project plan for build, testing and workflow implementation and Go-Live.
- **Forms & Workflow Implementation.**
 - Translation of plain-text forms into Epic e-signature templates with SmartForm and SmartText build elements.
 - Build in Epic for scanning document types, registration documents table and additional storage areas.
 - Design and build for all forms printing, scanning and e-signature workflows.
 - Testing of Epic forms embedded in Cadence/Prelude, Health Information Management (“HIM”), clinical and patient-facing workflows.
 - Development of all build and workflow design documentation.
- **Training & Go-Live.**
 - Validation of workflow tip sheets with operational stakeholders.
 - Assistance with end-user training and addressing questions.
 - Development of communication documentation.
 - Go-Live with new Epic form build and signature capture workflows.
 - Stabilization and resolution of break/fix issues.
- **Transition & Wrap-up.**
 - Transition all engagement deliverables and conduct a wrap-up with all stakeholders outlining key accomplishments, current-state workflows and potential future optimizations.

2b. **Project Deliverables.** Upon completion of Project Services, Contractor will provide Customer with the following:

- Construct detailed Contractor project plan and share project charter (developed in coordination with Customer project leadership).
- Provide discussion notes with operational leadership and key decision register.
- Complete Epic form and workflow build solutions, migrated to Production with assistance from Customer’s IT team (maximum of 300 forms).
- Create Operational Tip Sheets and Workflow Change Documentation.
- Provide Weekly Executive Summary Email Updates and attend Weekly Operational/IT Sponsor Meetings.

2c. **Project Exclusions.** Project Services outlined do not include on-call hours. On-call hours will only be accepted when specific on-call responsibilities and rate are mutually agreed upon in advance by Contractor and Customer.

3. **Project Team.**

3a. **Contractor Team.** Contractor team to be comprised of the below resources as stated herein under the **Project Team Table 1.**

A3158-O17357



Project Team Table 1.

| Role | Role Description |
|----------------------------------|--|
| Engagement Director | Experienced Project Manager to advise on project governance and executive communications. |
| Engagement Manager | Experienced Project Manager responsible for the day-to-day leadership of the project, facilitating all standing meetings and ensuring project timelines are met. |
| Patient Access Consultant | Experienced Patient Access consultant to partner with operations and IT to conduct forms analysis and execution of build and testing. |

3b. **Customer Team.** Customer agrees to provide the following dedicated resources to partner with Contractor’s team in connection to performance of Services in order to carry out the deliverables stated herein under the **Project Team Table 2.**

Project Team Table 2.

| Role | Role Description | Estimated Hours per week |
|--|---|--------------------------|
| Executive Sponsor | Guide strategic organizational recommendations, attend monthly project leadership meetings. | 1-2 hours/week |
| Patient Access/Consumer Digital/HIM/Clinical Stakeholders | Assist with planning and organizing project execution, attend weekly project leadership meetings, act as liaison to operational managers. | 1-2 hours/week |
| Patient Access/HIM/MyChart Analyst(s) | Assist with current-state discovery and future-state system build and migration. | 1-2 hours/week |

4. **Project Requirement.** In order to effectively perform the work described in this SOW, Customer agrees to the following. If Customer is unable to provide the project requirements as requested by Contractor in a timely manner, Customer agrees that Contractor will not be considered in breach of its performance of the Services under this SOW. In the event of insufficient access, Contractor will notify Customer and the Parties will agree to a revised scope, cost and/or timeline via executing a separate amendment to this SOW.

- Partner with Contractor as a team to implement the objectives and activities, based on mutually agreed upon project approach and timeline.
- Provide Contractor all access to necessary personnel, background information, software and documentation in a timely manner including:
 - Analyst representation.
 - Existing technical and application-level materials (e.g., current state workflows, current issues, initiatives underway).
 - Governance processes, etc.
- Meeting the review deadlines required to complete the work in the assigned timeframe, as provided by Contractor.
- Grant Contractor end-user system access to Customer’s instance of electronic medical record (“EMR”) on or before project start date, so Contractor may perform the following functions:
 - Review system settings.
 - Run relevant reports.
 - Prepare and implement build recommendations.

A3158-O17357

Tegria

5. **Notices.** The following contact person for receiving notices under the Agreement and this SOW will be:

5a. **Customer Contact Person.**

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

5b. **Contractor Contact Person.**

Tegria Services Group – US, Inc.
Attn: Contracting Department
1255 Fourier Drive, Suite 101
Madison, WI 53717
tsg-contracting@tegria.com

A3158-O17357



SCHEDULE B

TEGRIA SERVICES GROUP – US, INC.
STATEMENT OF WORK

Epic Forms Conversion

COMPENSATION

This Schedule B sets forth the Project Services compensation and Project Reimbursements payable by Customer to Contractor in accordance with the terms set forth in the Agreement:

1. **Project Services Compensation.** Contractor to provide listed Project Services for a fixed price of \$300,000.00. In consideration of the provision of Project Services pursuant to this SOW, and upon receipt of an invoice from Contractor, Customer will pay Contractor the monthly amounts as outlined in the Payment Schedule Table 3 below for Project Services rendered.
2. **Overage.** Fixed price includes up to **300** forms under these Project Services. Any forms in excess of **300** forms must be approved in advance by Customer and Contractor and will be outlined in an amendment to this SOW.
3. **Travel Expenses.** Any travel requested by Customer must be mutually approved in advance by the Parties and will be invoiced separately to the Customer. In addition, all reasonable out-of-pocket expenses incurred by Contractor in connection with the provision of Project Services under this SOW, including **the actual cost of reasonable travel expenses** and subsistence for daily living expenses while performing Project Services at Customer’s location, will be mutually agreed upon between Customer and Contractor and reimbursed by Customer in accordance with the Contractor reimbursement policy or the Customer-supplied reimbursement policies. Any Customer reimbursement policy must be provided to the Delivery owner prior to the commencement of Project Services or Contractor reimbursement policy will apply.
4. **Invoicing and Payment.** Monthly fee goes into effect upon the commencement of Project Services. Contractor shall submit invoices to Customer by the fifteenth (15th) day of each month for Project Services performed during the previous month. Customer shall pay any undisputed invoices net ninety (90) days after receipt of invoice.

Payment Schedule Table 3.

| Service Month | Invoicing Date | Monthly Fee |
|-----------------------|----------------------|-------------|
| January 2025 | By February 15, 2025 | \$50,000.00 |
| February 2025 | By March 15, 2025 | \$50,000.00 |
| March 2025 | By April 15, 2025 | \$50,000.00 |
| April 2025 | By May 15, 2025 | \$50,000.00 |
| May 2025 | By June 15, 2025 | \$50,000.00 |
| June 2025 & July 2025 | By July 15, 2025 | \$50,000.00 |

**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 | | | | | | |
| | | | | | | |
| Corporate/Business Entity Name: Tegria Services Group - US, Inc. | | | | | | |
| (Include d.b.a., if applicable) | | | | | | |
| Street Address: 1255 Fourier Drive, Suite 101 | | | Website: http://tegria.com | | | |
| City, State and Zip Code: Madison, WI 53717 | | | POC Name: N/A | | | |
| | | | Email: tsg-contracting@tegria.com | | | |
| Telephone No: N/A | | | Fax No: N/A | | | |
| Nevada Local Street Address: (If different from above) N/A | | | Website: http://tegria.com | | | |
| City, State and Zip Code: N/A | | | Local Fax No: N/A | | | |
| Local Telephone No: N/A | | | Local POC Name: N/A | | | |
| | | | Email: N/A | | | |

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

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

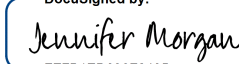
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

| Full Name | Title | % Owned (Not required for Publicly Traded Corporations/Non-profit organizations) |
|------------------------------|-------|---|
| Providence Health & Services | | 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.

| | |
|---|---|
| DocuSigned by:  Signature CFO | Jennifer Morgan Print Name 11/20/2024 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 |
|-------------------------------------|--|--|---|
| N/A | N/A | N/A | N/A |
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* 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. 2024-09, Out-of-State Medicaid Billing and Collections, to Firm Revenue Cycle Management Services, LLC | Back-up: |
| Petitioner: Jennifer Wakem, Chief Financial Officer | Clerk Ref. # |
| <p>Recommendation:</p> <p>That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board, the RFP No. 2024-09 for Out-of-State Medicaid Billing and Collections to Firm Revenue Cycle Management Services, LLC; authorize the Chief Executive Officer to sign the Service Agreement, and execute any extension options and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i></p> | |

FISCAL IMPACT:

| | |
|---|-------------------------------|
| Fund Number: 5420.000 | Fund Name: UMC Operating Fund |
| Fund Center: 3000853000 | Funded Pgm/Grant: N/A |
| Description: Out-of-State Medicaid Billing and Collections | |
| Bid/RFP/CBE: RFP 2024-09 | |
| Term: Five years | |
| Amount: Not-to-Exceed: \$1,000,000 annually or \$5,000,000 in aggregate | |
| Out Clause: Termination for convenience with 15 days' prior notice. | |

BACKGROUND:

On August 18, 2024, a request for proposals, RFP 2024-09 for Out-of-State Medicaid Services, was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals from the public for lobbying services. Responses were received prior to the September 27, 2024 deadline from the following vendors:

- Bull City Financial Solutions, Inc.
- Firm Revenue Cycle Management Services, LLC
- Firstsource Solutions USA, LLC
- Med-Metrix
- Moiharwin Diversified LLC

Cleared for Agenda
December 4, 2024

Agenda Item #

16

An ad hoc committee (comprised of UMC's Director of Patient Accounting, Assistant Director of PT Accounting, and Patient Account Manager) reviewed and scored the five proposals received from the aforementioned vendors, independently and anonymously, and recommended the selection of, and contract approval with, Firm Revenue Cycle Management Services, LLC (hereafter, "FIRM").

For the total not-to-exceed RFP award of \$1,000,000 per year, \$5,000,000 in aggregate, for the five-year term, FIRM will provide out-of-state Medicaid billing and collection services to UMC, which include, in part, the following: (1) eligibility review and coverage determination; (2) authorization and notification; (3) billing and follow-up; (4) reimbursement review; and (5) provider enrollment.

The term of the Agreement as negotiated is to begin on the Effective Date and continue through the conclusion of the date that is five years thereafter. UMC retains the right to terminate for convenience with 15 days' prior notice.

UMC staff have reviewed the terms and found them both equitable and commensurate with past compensation for similar work as that set forth in the Agreement.

FIRM currently holds a Clark County business license.

UMC's Director of Patient Accounting 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**

**RFP NO. 2024-09 OUT-OF-STATE MEDICAID
BILLING AND COLLECTIONS SERVICE AGREEMENT**

| |
|--|
| FIRM REVENUE CYCLE MANAGEMENT SERVICES, LLC |
| NAME OF FIRM |
| Nancy Momcilovic, Esq., Vice President of Operations |
| DESIGNATED CONTACT, NAME AND TITLE (Please type or print) |
| 5590 South Fort Apache Road Las Vegas, NV 89148 |
| ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE |
| (702) 473-8900 |
| (AREA CODE) AND TELEPHONE NUMBER |
| nancy@firmrcm.com |
| E-MAIL ADDRESS |

RFP NO. 2024-09 OUT-OF-STATE MEDICAID BILLING AND COLLECTIONS SERVICE AGREEMENT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "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 (hereinafter referred to as "HOSPITAL"), and FIRM REVENUE CYCLE MANAGEMENT SERVICES, LLC, (hereinafter referred to as "COMPANY"), for out-of-state Medicaid billing and collections services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance, as further described herein; 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: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from the Effective Date through the date that is five (5) years thereafter ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) per the percentage rates set forth in the Fee Schedule (**Exhibit B**). The sum of the fees shall not exceed \$1,000,000 annually. 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.
2. 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.
3. 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, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. 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 this paragraph A.2 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 this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have

not been previously paid to COMPANY.

6. 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.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. 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 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.
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 III: 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. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

SECTION IV: 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. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: 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 Manager, 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 Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her

responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) 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. Such employees shall not be employed by the HOSPITAL.
- 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 relevant compliance policies as followed by HOSPITAL's staff including its corporate compliance program, HOSPITAL's Contracted/ Non-Employee Requirements policy and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide copies of said policies upon COMPANY request. COMPANY may be required to (i) register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to HOSPITAL, the records of which shall be maintained and kept by COMPANY. Upon COMPANY request, HOSPITAL may perform the background check and bill COMPANY the actual and incurred cost of same. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. 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.
- 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. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products 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 work products:
 - 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 failures 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. If applicable, drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction

of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- J. 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 VI: 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 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 II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: 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, Kim Hart, telephone number (702) 383-3762 or her designee. HOSPITAL's representative may delegate any or all of her 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. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. 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.
- E. 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 VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. 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 IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the

compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. 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 ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY 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 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.

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 V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.
- 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 X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit F** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit F** and shall include the cost of the insurance coverage in their prices.

SECTION XI: 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, certified U.S. mail, return receipt requested or facsimile, at the following addresses, or such other address that a party may designate in writing:

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

TO COMPANY: Firm Revenue Cycle Management Services, LLC
 ATTN: Nancy Momcilovic, Esq., VP of Operations
 5590 South Fort Apache Road
 Las Vegas, NV 89148

SECTION XII: MISCELLANEOUS

A. 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.

B. Amendments

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

C. 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.

D. 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 requests 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 the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by 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.

E. Clark County Business License / Registration

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

F. 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 the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. 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 confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in

accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**.

H. 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.

I. 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 no person having any such interest shall be employed.

J. 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.

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

L. Governing Law / Venue

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

M. 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.

N. 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.

O. 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, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

P. Independent Contractor

COMPANY acknowledges that it, COMPANY, and any subcontractors, agents or employees employed by it shall not, under any circumstances, be considered employees of the HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded 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.

Q. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY 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.

R. Public Funds / Non-Discrimination

COMPANY acknowledges that the 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 the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

S. 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. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that 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 and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

T. 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.

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE),

Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. 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.

W. Travel Policy.

COMPANY will be reimbursed for pre-approved actual travel expenses including airfare, car rental, ground transportation, parking, meals and lodging. All expenses must be reasonable and supported by written receipts. COMPANY agrees to comply with HOSPITAL's Travel Policy as set forth in detail in **Exhibit E** of this Agreement.

X. 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.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

FIRM REVENUE CYCLE MANAGEMENT SERVICES, LLC


By:  _____ 11/21/2024
NANCY MOMCILOVIC, ESQ. DATE
Vice President of Operations

EXHIBIT A SCOPE OF WORK

I. COMPANY REQUIREMENTS

- A. COMPANY must have experience working with EPIC, a software produced by Epic Systems Corporation.
- B. COMPANY will perform the following out-of-state (“OOS”) process:
 - i. Eligibility Review and Coverage Determination – upon notification or placement of a new OOS Medicaid patient, COMPANY will review the case to determine if valid OOS Medicaid coverage exists. During this process, COMPANY will determine (a) if the patient is eligible, (b) the program type eligibility, (c) benefits available for the OOS service, (d) other primary insurance, and (e) if a managed care organization is involved. If the patient is eligible for OOS Medicaid benefits, COMPANY will review the benefits to determine if the services rendered at the facility will be covered.
 - ii. Authorization and Notification – COMPANY notifies the state/HMO for all inpatient and outpatient services that require notification. COMPANY will work closely with both the registration department and case management to make sure the admissions get certified. COMPANY will follow up with case management and the state/HMO until a final authorization is issued.
 - iii. Billing and Follow-Up – COMPANY will bill all assigned OOS claims based on the verification information obtained.
 - iv. Reimbursement Review – once a claim is paid, COMPANY will review the payment to make sure that the claim was paid in full according to the respective state’s fee schedule. Each state has a different payment methodology. COMPANY will determine if the claim is paid correctly. If a claim is determined to be underpaid, COMPANY appeals for additional reimbursement.
 - v. Appeals, Appeals Process, and Hearings – if a claim is denied or underpaid, COMPANY will pursue the appeal process if it is available. The appeals process includes, but is not limited to, appealing or responding to an appeal of any decision determination or order issued from: (1) the state fair hearing level; (2) the appropriate court of competent jurisdiction for judicial review of a state fair hearing decision, determination or order, and (3) the appropriate court(s) of competent jurisdiction for an appeal of the decision, determination or order of a lower’s court’s review of the state fair hearing decision, determination or order. COMPANY agrees to be solely responsible for all attorneys’ fees and costs incurred with all aspects of the appeals process, and COMPANY agrees to indemnify, defend and hold harmless HOSPITAL, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys’ fees and costs, regarding the appeals process.
 - vi. Provider Enrollment – COMPANY will be responsible for enrolling HOSPITAL and employed providers as needed and maintaining its provider enrollment with each state. COMPANY will fill out the applications for provider enrollment and forward them to HOSPITALS for signatures.
 - vii. Physician Non-Cooperation – if a physician is non-cooperative, and COMPANY is unsuccessful in obtaining required information for credentialing/enrollment, a claim will still be submitted.
- C. COMPANY must comply with HOSPITAL’s vendor management office (“VMO”) including, but not limited to the following:
 - i. Attend meetings as deemed necessary by the VMO.
 - ii. Provide and update the files requested.
 - a. Inventory file must be submitted via the VMO’s SFTP on a weekly basis.
 - b. Invoice Detail file must be submitted via the VMO’s SFTP on a monthly basis.
- D. COMPANY must work accounts at minimum based on the following:
 - i. HOSPITAL will assign all new OOS Medicaid claim accounts with addresses outside of Nevada to COMPANY. HOSPITAL will be allowed to pull back any and all accounts they deem necessary at any time, most common scenario being the identification of a payer as a primary to Medicaid.
 - ii. COMPANY will generate applicable claim forms upon receipt of all information necessary to produce a claim and will be responsible for submitting the claim to the OOS Medicaid agency or designated Medicaid managed care plan and will pursue applicable payment from the same.
 - iii. COMPANY will complete any enrollment applications and forms on behalf of HOSPITAL that are necessary for the provision of services under this Agreement. If necessary, COMPANY can work with HOSPITAL to

- complete the required applications and forms.
- iv. COMPANY must escalate concerns surrounding accounts at least thirty (30) days prior to the date of timely filing.
- v. COMPANY must give weekly updated to the VMO and HOSPITAL leadership team surrounding the top ten (10) highest dollar accounts in their inventory.
- vi. COMPANY's hours of operation at minimum shall be between 7:00 a.m. to 6:00 pm PDT (or PST if applicable), Monday through Friday.
- vii. COMPANY must have at least one (1) bilingual (preferably two) English-Spanish speakers with access to resources for other languages as necessary.
- viii. COMPANY must hold themselves to the stand of HOSPITAL when speaking to patients.

II. PATIENT ACCOUNTING SYSTEM

- A. Patient Accounting System: EPIC
 - i. Daily note files will be required from COMPANY.
 - a. COMPANY must utilize standard EPIC extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in EPIC (contact HOSPITAL Representative for Standard EPIC file specifications).
 - ii. COMPANY must be able to accept 837 transaction files daily.
 - iii. HOSPITAL would train a super user in EPIC. COMPANY would be responsible for training their staff after receiving training from HOSPITAL.

III. OTHER

COMPANY will accept HOSPITAL's backlog as needed and determined by HOSPITAL.

EXHIBIT B FEE SCHEDULE

- HOSPITAL shall pay COMPANY 6% of all recoveries from assigned accounts.
- HOSPITAL shall pay COMPANY 17% of all recoveries from assigned accounts that require legal team intervention (e.g., state fair hearings and clinical or legal appeals)

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** 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 **Nevada** 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 **Nevada** 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 **Nevada** 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.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

Subcontractor Name: NA
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

Subcontractor Name: NA
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

EXHIBIT D Business Associate Agreement

This Agreement is made effective as of the last date of signature set forth below, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **FIRM REVENUE CYCLE MANAGEMENT SERVICES, LLC**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

"Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

V. RIGHT TO AUDIT

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity's Request, Business Associate agrees:
 - (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
 - (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
 - (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected

Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

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

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written certification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____
Mason VanHouweling
Title: Chief Executive Officer

By:  _____
Nancy Momcilovic, Esq.
Title: Vice President of Operations

Date: _____

Date: 11/21/2024

EXHIBIT E TRAVEL POLICY

A. Pursuant to Chapter 2.46 of the Clark County Code, HOSPITAL shall ensure that business travel costs incurred by COMPANY's traveler(s) are kept to an absolute minimum consistent with the effective conduct of business.

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

Reimbursement shall only be for the contract personnel/traveler. **HOSPITAL assumes no obligation to reimburse travelers for expenses that are not pre-approved by HOSPITAL's representative or their designee which are not in compliance with this Travel Policy.**

Airfare: Domestic Airline (Coach Ticket); purchased at least twenty-one (21) days in advance unless exception was granted by HOSPITAL for exceptional circumstances; one (1) checked bag fee. Number of trips must be approved by HOSPITAL.

Parking: Airport parking (Economy Lot only)

Meals: All meal charges will be paid up to and not to exceed \$65 per day per traveler. This includes a 20% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night excluding taxes and fees (Monday to Thursday) and not to exceed \$225 per night excluding taxes and fees (Friday to Sunday).

Rental Vehicles:

- One (1) automobile rental will be authorized per four (4) travelers. Rental must be standard-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). HOSPITAL will reimburse up to \$125 per day.
- Under no circumstances should a traveler allow others to drive a rental car which has been rented in the traveler's name, for the purpose of conducting business at HOSPITAL.
- Travelers may be allowed to rent a car to travel TO their destination when:
 - Air travel is not available
 - The distance to the destination is less than 150 miles
 - Transporting large or bulky materials is more cost effective in a rental car than other means of transportation
- Travelers may be allowed to rent a car AT their destination when:
 - It is less expensive than other transportation modes such as taxis, airport shuttles, ride share, etc.
 - Transporting large or bulky materials
- Rental cars should be returned:
 - To the original rental city unless approved for one-way rental
 - Intact (i.e., no dents, scratches or other damage within the traveler's control)
 - On time, to avoid additional charges
 - With a full tank of gas

Uber/Lyft/Taxi/Shuttle Vehicles: When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option can be used. HOSPITAL will reimburse up to \$125 per day.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the **original itemized receipts** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed. Credit card statements are not considered original receipts and will not be accepted.

- COMPANY's Invoice
 - With copy of executed Agreement highlighting the allowable travel
 - List of travelers
 - Number of days in travel status

- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas receipt(s)
- Ride share receipt(s)

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

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel or if applicable, rental vehicle)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Housekeeping gratuity
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (i.e., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time
- Traveler's regular days off

C. Any other additional expenses not specified herein will not be reimbursed by HOSPITAL.

D. The terms of this Exhibit are in accordance with HOSPITAL's Travel/Education Authorization and Reimbursement Policy, as amended, a copy of which can be provided to COMPANY upon request.

EXHIBIT E

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list 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 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: | | FIRM Revenue Cycle Management Services, LLC | | | | |
| (Include d.b.a., if applicable) | | Aspiron Health Resources | | | | |
| Street Address: | | 5590 S. Fort Apache Road | | Website: | | |
| City, State and Zip Code: | | Las Vegas, NV 89148 | | POC Name: Nancy Momcilovic Email: nancy.momcilovic@aspiron.com | | |
| Telephone No: | | 725-525-7920 | | Fax No: | | |
| Nevada Local Street Address: (If different from above) | | | | | Website: | |
| City, State and Zip Code: | | | | | Local Fax No: | |
| Local Telephone No: | | | | | Local POC Name: Email: | |

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

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

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

| Full Name | Title | % Owned (Not required for Publicly Traded Corporations/Non-profit organizations) |
|----------------------|-------|---|
| Mainsail Parent, LLC | | 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.

| | |
|-------------------------|------------------|
| <i>Nancy Momcilovic</i> | Nancy Momcilovic |
| Signature | Print Name |
| General Manager | 12/3/2024 |
| Title | Date |

DISCLOSURE OF RELATIONSHIP

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

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

* 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:

Nancy Momcilovic
Signature

Nancy Momcilovic
Print Name
Authorized Department Representative

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

| | |
|--|---------------------|
| Issue: Award of Bid No. 2024-10, UMC Main Lobby Level 1 Remodel Project PWP# CL-2025-083, to JMB Construction, Inc. | Back-up: |
| Petitioner: Jennifer Wakem, Chief Financial Officer | Clerk Ref. # |
| <p>Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the Bid No. 2024-10, UMC Main Lobby Level 1 Remodel Project PWP# CL-2025-083, to JMB Construction, Inc., the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)</p> | |

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Award of Bid 2024-10 UMC Main Lobby Level 1 Remodel
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385.
Term: 90 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable.
Amount: \$1,916,829.00
Out Clause: UMC has the right to immediately terminate for convenience upon notice.

BACKGROUND:

On October 3, 2024, Bid No. 2024-10 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements to the main lobby and areas in close proximity to the main lobby of the UMC-owned building located at 1800 W Charleston Blvd, Las Vegas, NV 89102. The improvement area is an approximately 26,310 square foot space, located on the first floor and consisting of the Main Hospital Lobby, “The Middle,” and adjacent corridors at the aforementioned address. The scope includes the demolition of the existing security and information desk of the Main Hospital Lobby and the demolition of existing lighting throughout corridors. A new information desk and a new security desk are each to be constructed in different locations within the lobby. Artificial trees are to be removed. New desk and lighting at the area referred to as “The Middle” are to be provided. New LED lighting in the corridors is to be provided.

Cleared for Agenda
December 4, 2024

Agenda Item #

17

UMC received responses from:

| <u>Bids Received</u> | <u>Total Base Bid Amount</u> |
|------------------------|------------------------------|
| JMB Construction, Inc. | \$ 1,916,829.00 |
| Starke Enterprise, LLC | \$ 2,178,802.00 |

**Bid is recommended for rejection*

All of the above bids were received on or before November 12, 2024 and were opened on November 12, 2024. The apparent low bid of \$1,916,829.00 was received from JMB Construction, Inc., who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to JMB Construction, Inc., is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 90 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable, plus a 12-month workmanship warranty. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

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

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

JMB Construction, Inc., currently holds a Clark County Business License.

December 11, 2024

JMB Construction, Inc.
ATTN: Chris Beard, Vice President
1118 Sharp Cir, #E
North Las Vegas, NV 89030

**RE: NOTICE OF AWARD
UMC BID NUMBER 2024-10, UMC Main Lobby Level 1 Remodel Project (PWP NO.
CL-2025-083)**

Dear Mr. Beard,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to JMB Construction, Inc., in the amount of \$1,916,829.00. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

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

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

Sincerely,

Mason Van Houweling
Chief Executive Officer

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

Cc: Monty Bowen, Plant Operations
William Rawlinson, Plant Operations
Tamera Hone, Plant Operations
Stephanie L. Charfauros, Project Management

BID ATTACHMENT 1

BID NUMBER 2024-10

BID TITLE UMC Main Lobby Level 1 Remodel PWP CL-2025-083

Bidder Statement of Authority to Submit Bid

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

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

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


SIGNATURE OF AUTHORIZED REPRESENTATIVE

Chris Beard/Vice President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

702-642-3600
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

cbeard@jmbconstructioninc.com
EMAIL ADDRESS

JMB Construction, Inc.
LEGAL NAME OF FIRM

1118 Sharp Cir #E
ADDRESS OF FIRM

N LAS VEGAS, NV 89030
CITY, STATE ZIP

11/12/24
DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE: Nevada LICENSE NO. 0031805A

CURRENT COUNTY: Clark LICENSE NO. MJ4061282000

CURRENT CITY: N LAS VEGAS LICENSE NO. BL61282

ISSUE DATE: 2/19/98 EXPIRATION DATE: 2/28/26

ISSUE DATE: EXPIRATION DATE: 4/30/25

ISSUE DATE: EXPIRATION DATE: 4/30/25

BID ATTACHMENT 2
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2024-10

UMC MAIN LOBBY LEVEL 1 REMODEL

PWP NUMBER: CL- 2025-083

JMB Construction, Inc.

(NAME)

1118 Sharp Circle #E N LAS VEGAS, NV 89030

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

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

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

| | |
|--|---|
| Addendum No. <u> 1 </u> dated, <u> 10/16/24 </u> | Addendum No. <u> </u> dated, <u> </u> |
| Addendum No. <u> </u> dated, <u> </u> | Addendum No. <u> </u> dated, <u> </u> |
| Addendum No. <u> </u> dated, <u> </u> | Addendum No. <u> </u> dated, <u> </u> |
| Addendum No. <u> </u> dated, <u> </u> | Addendum No. <u> </u> dated, <u> </u> |

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

| ITEM NUMBER | ITEM DESCRIPTION | LUMP SUM |
|------------------|---|-----------------|
| 1. | GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES | \$ 293,367.00 |
| 2. | 3rd PARTY TESTING/QAA | \$ 14,638.00 |
| 3. | EXISTING CONDITIONS | \$ 41,995.00 |
| 4. | METALS | \$ 0 |
| 5. | WOOD, PLASTICS, AND COMPOSITES, MILLWORK | \$ 30,729.00 |
| 6. | THERMAL AND MOISTURE PROTECTION | \$ 1,800.00 |
| 7. | FINISHES | \$ 905,375.00 |
| 8. | SPECIALTIES | \$ 0 |
| 9. | FURNISHINGS | \$ 0 |
| 10. | HVAC | \$ 34,047.00 |
| 11. | ELECTRICAL | \$ 167,442.00 |
| 12. | COMMUNICATIONS | \$ 6,420.00 |
| 13. | ELECTRONIC SAFETY AND SECURITY (HONEYWELL) | \$24,810.00 |
| 14. | PERMITS AND FEES | \$7,406.00 |
| 15. | ICRA MEASURES | \$ 8,800.00 |
| 16. | CONSTRUCTION CONTINGENCY | \$380,000.00 |
| TOTAL BID AMOUNT | | \$ 1,916,829.00 |

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

ADDITIVE ALTERNATES

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

| Alternative | ITEM DESCRIPTION | TOTAL |
|------------------------|------------------|-----------------|
| 1. | | \$ 0 |
| 2. | | \$ |
| 3. | | \$ |
| 4. | | \$ |
| 5. | | \$ |
| 6. | | \$ |
| 7. | | \$ |
| ADD ALTERNATES AMOUNT | | \$ 0 |
| GRAND TOTAL BID AMOUNT | | \$ 1,916,829.00 |

21. BUSINESS ENTERPRISE INFORMATION:

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

22. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is Caucasian (CX) African American (AA) Hispanic American (HA) Asian Pacific American (AX) Native American (NA) Pacific Islander (PI)
 Other as defined in the Instructions to Bidders.

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

- Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (**Bid Attachment 6**).
- No I do not have a Certificate of Eligibility to receive preference in bidding.

24. JMB Construction, Inc.

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

1118 Sharp Cir #E

ADDRESS OF FIRM

N LAS VEGAS, NV 89030

CITY, STATE, ZIP CODE

702-642-3600

TELEPHONE NUMBER

702-642-5050

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

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

LICENSE NUMBER: 0031805A

LICENSE CLASS: B - GENERAL BUILDING

LICENSE LIMIT: Unlimited

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

DUN & BRADSTREET NUMBER _____

CLARK COUNTY BUSINESS LICENSE NO. MJ4061282000

STATE OF NEVADA BUSINESS LICENSE NO. NV19951115354

Chris Beard

cbeard@jmbconstructioninc.com

AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

E-MAIL ADDRESS


SIGNATURE OF AUTHORIZED REPRESENTATIVE

11/12/24
TODAY'S DATE

BID ATTACHMENT 10 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: 7 | | | | | | |
| Corporate/Business Entity Name: | | JMB Construction, Inc. | | | | |
| <i>(Include d.b.a., if applicable)</i> | | | | | | |
| Street Address: | | 1118 Sharp Cir #E | | Website: www.jmbconstructioninc.com | | |
| City, State and Zip Code: | | N LAS Vegas, NV 89030 | | POC Name: Chris Beard | | |
| Telephone No: | | 702-642-3600 | | Email: cbeard@jmbconstructioninc.com | | |
| Telephone No: | | | | Fax No: 702-642-5050 | | |
| Nevada Local Street Address: | | | | Website: | | |
| <i>(If different from above)</i> | | | | | | |
| 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) |
|-------------|----------------|--|
| Susan Beard | President | 51% |
| John Beard | Vice President | 49% |
| | | |

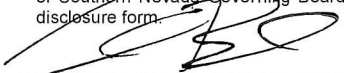
This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- 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

Vice President of Operations

Title

Chris Beard

Print Name

11/12/24

Date

**BID ATTACHMENT 10 (page 2)
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 |
|----------------------------------|--|--|---------------------------------------|
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* 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: Emerging Issues | Back-up: |
| Petitioner: Jennifer Wakem, Chief Financial Officer | |
| <p>Recommendation:</p> <p>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></p> | |

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
December 4, 2024

Agenda Item #

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