



## UMC Audit and Finance Committee Meeting

Wednesday, February 19, 2025 2:00 p.m.

UMC Trauma Building - Providence Suite - 5th Floor

## **AGENDA**

**University Medical Center of Southern Nevada**  
**GOVERNING BOARD**  
**AUDIT & FINANCE COMMITTEE**  
**February 19, 2025 2:00 p.m.**  
800 Hope Place, Las Vegas, Nevada  
UMC Trauma Building, ProVidence Suite (5<sup>th</sup> Floor)

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

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

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

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

#### **CALL TO ORDER**

1. Public Comment

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of January 22, 2025. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

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

4. Receive the monthly financial report for January 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 approval by the Governing Board the Specialist Physician Services Agreement with Renal Payer Solutions, Inc. dba Champion Health Plan of

Nevada for managed care services; or take action as deemed appropriate. *(For possible action)*

7. Review and recommend for approval by the Governing Board the increase of funding for the Agreement for Contingent Permanent Placement with Optimum Healthcare Solutions, LLC; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Deferred Equipment Agreement with Masimo Americas, Inc. for the purchase of pulse oximetry sensors and accessories; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Molecular Master Agreement with Abbott Laboratories Inc. for the lease of equipment and purchase of related disposables; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Service Agreement with Intuitive Surgical, Inc. for the Da Vinci Xi 4; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Governing Board the Master Agreement and Product Schedule with Optum360, LLC for the Optum Enterprise Computer-Assisted Coding Platform; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Governing Board the Amendment Two to Services Agreement with Brightview Landscape Services Inc. for landscaping maintenance; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Governing Board the Sexual Assault Nurse Examiner Agreement with Rose Heart, Inc.; authorize the Chief Executive Officer to execute amendments or renewal options; or take action as deemed appropriate. *(For possible action)*
14. Review and recommend for award by the Governing Board, the RFP No. 2024-15 for Bad Debt Collections to Aargon Agency, Inc.; 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)*
15. Review and recommend for award by the Governing Board the RFP No. 2024-11 for Managed Print Services to Advanced Imaging Services; authorize the Chief Executive Officer to sign the Agreement and execute any extension options/amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

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

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

## 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  
January 22, 2025**

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

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

**CALL TO ORDER**

**Board Members:**

**Present:**

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

**Absent:**

None

**Others Present:**

Tony Marinello, Chief Operating Officer  
Jennifer Wakem, Chief Financial Officer  
Deb Fox, Chief Nursing Officer  
Doug Metzger, Controller  
Christopher Jones, Executive Director of Support Services  
Kimberly Carroll, Director of Managed Care  
Kayla Hillegass, Business Development Officer  
Lia Allen, Assistant General Counsel - Contracts  
Stephanie Ceccarelli, Board Secretary

**SECTION 1. OPENING CEREMONIES**

**ITEM NO. 1 PUBLIC COMMENT**

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

Speaker(s): None

**ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on December 4, 2024. (*For possible action*)**

FINAL ACTION:

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

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

FINAL ACTION:

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

**SECTION 2. BUSINESS ITEMS**

**ITEM NO. 4 Receive a report on the status of the Façade Project from Shana Tello, UMC Academic and External Affairs Administrator; and direct staff accordingly (*For possible action*)**

DOCUMENTS SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Shana Tello, UMC Academic and External Affairs Administrator, provided an update on the ReVITALize Façade project.

Ms. Tello provided a brief review of the phasing plan and project completion for FY23, FY24, and FY25, as well as the percentage of completion by building and the site plan progress to date. Images were shown of the building exterior prior to the improvements.

As of January 2025, the capital spend remaining is approximately \$7.4 million. Risk mitigation items include the closure of the main entrance, IT fiber coordination, additional signage, hospital access for ambulatory patients, and city road work on Tonapah and Wellness, which includes road construction challenges.

The project is approximately 87% complete. Areas that have been completed include the Shadow Lane entrance, the main hospital entrance, the trauma building, the 2040 building, and the café patio. Slides highlighting the progress and more before-and-after images around campus were displayed. Construction is scheduled to be completed in June 2025, and the project will close out in October 2025.

Member Hagerty asked about the healing gardens and the procedures regarding access and security. Ms. Tello responded that policies regarding using and accessing the gardens will be in place.

A discussion ensued regarding parking garage cameras, landscaping, and a timeline for final closeout payments.

FINAL ACTION TAKEN:

None taken

**ITEM NO. 5 Receive the monthly financial reports for November FY25 and December FY25; and direct staff accordingly. (For possible action)**

DOCUMENTS SUBMITTED:

- November FY25 and December FY25 Financials

DISCUSSION:

Jennifer Wakem, Chief Financial Officer, presented the financials for November and December.

An abbreviated review of the November FY25 financials was presented. Admissions were 7.5% below budget, and AADC was 548. The average length of stay was 5.90; hospital CMI was 1.84, and Medicare CMI was 1.99.

Inpatient surgeries were 11% below budget, and outpatient surgery cases exceeded budget by 5.6%. There were 15 transplants and 8,907 ER visits. The ED overall conversion rate was approximately 21.78%.

Quick and primary care declined slightly, and telehealth visits decreased by 17%. Outpatient Orthopedic Clinic volume was 2,134, and there were 110 deliveries.

The November income statement showed net patient revenue was below budget \$68k, other revenue was over \$980k. Operating expenses exceeded the budget by \$970k. Total income from operations was \$3.3 million on a budget of \$3 million.

Next, the financials for December were presented.

Admissions were 5% over budget, and AADC was 586. Length of stay decreased to 5.62. Hospital acuity was 1.77, and Medicare CMI was 1.91. Inpatient surgeries were 8% below budget. Outpatient surgeries were 2.5% above budget.

There were 17 transplants in the month.

ER visits surpassed 10k cases, a record high, 8% above budget. The overall ER conversion rate was 20.47%. A discussion ensued regarding initiatives in place to improve conversion percentages.

Quick cares were 327 cases over budget, and primary care was significantly over budget by 22%.

Telehealth had 540 visits for the month, Ortho Clinic visits were 12% above budget, and deliveries were 106. A discussion ensued regarding the performance of the telehealth visits and trends contributing to a decrease in telehealth volumes.

In trended stats, admissions were at a record high. Observation cases were 742 cases. ALOS was 5.62, which was the lowest since August. The length of stay for observation cases was at 1.03 days, which was a record low.

ER visits were at a record high. The conversion rate to inpatient was 13.56%, and the ED to obs conversion rate was 6.91%. Quick cares were at a record high at over 21,820. The Ortho Clinic had a record high of 2,458 visits. Mr. Marinello commented on the benefits of employing hospitalists and screeners.

Inpatient payor mix trends were compared to the 12-month average. Ms. Wakem introduced a new slide, highlighting the payor mix trends by patient type, as well as quick care and primary care locations. These statistics will be presented to the Committee periodically moving forward.

Net patient revenue was \$600k over budget, and other revenue was \$571k over budget. Total operating revenue was \$1.2 million over budget, and the net to patient gross was 18%. Operating expenses were above budget, at \$457k. Income from operations before depreciation and amortization showed earnings of \$3.7 million on a budget of \$3 million, which was approximately \$679k above budget.

YTD income from operations showed net patient revenue was \$11.2 million over budget, and other revenue was \$7.2 million above budget. Total operating revenue exceeded budget \$18.4 million, and operating expenses were \$25 million above budget. Total operating expenses before depreciation and amortization were \$11.9 million, on a budget of \$18.5 million, which was approximately \$6.6 million below budget year to date.

Salaries were on budget. Overtime was below budget \$811k. Contract labor was above budget \$200k. All other expenses were above budget \$423k. There was a brief discussion regarding out-of-period rental expenses.

Key financial indicators were reviewed for profitability, labor, liquidity and cash collections. Profitability and labor were mostly in the green. Day's cash on hand was in the red with 37.6 days. Cash collections were strong for the month. Cash collections point of service was at 98%.

Organizational goals were reviewed. Currently, two of the five goals are being met.

Finally, Ms. Wakem reviewed the cash flow statement and the FY25 balance sheet highlights.

**FINAL ACTION TAKEN:**

None taken.

**ITEM NO. 6 Receive an update report from the Chief Financial Officer; and direct staff accordingly. (For possible action)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Ms. Wakem provided the following updates:

- A projection of the year-end budgeted earnings. Ms. Wakem anticipates that we will make budget. Opportunities to improve efficiencies in the OR and ambulatory locations were shared.
- The legislative session will begin in February.
- The FY26 budget process is about to begin. The timeline for the budget process was reviewed with the committee.
- The new Strata software system will be used in the next budget cycle.

FINAL ACTION TAKEN:

None taken

**ITEM NO. 7 Review and recommend for ratification by the Governing Board the Amendment to the Hospital Services Agreement with Aetna Health, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Preferred Provider Agreements - Amendment 2
- Disclosure of Ownership

DISCUSSION:

This is a request for ratification of the amendment for transplant services. The amendment will update the compensation schedule and extend the expiration date for transplant services to December 31, 2027. Ratification was necessary, as there are members on the UMC Transplant waitlist, as well as members being evaluated for waitlist placement.

FINAL ACTION TAKEN:

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

**ITEM NO. 8 Review and recommend for ratification by the Governing Board the Provider Services Agreement with Hometown Health Plan, Inc. and Hometown Health Providers Insurance Company, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Provider Service Agreement
- Disclosure of Ownership

DISCUSSION:

This is a new agreement with Hometown Health Plan. This new agreement will increase reimbursement rates for primary and urgent care services and to add rates of reimbursement for UMC emergency medicine, hospitalist, and all other hospital based physician services. The agreement needed to be entered into immediately so that physicians could be credentialed as soon as possible. The term of the agreement is for a 3-year term.

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. 9    Review and recommend for approval by the Governing Board the Amendment to the Hospital Services Agreement with Health Direct Partners for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Amendment to Hospital Service Agreement
- Disclosure of Ownership

DISCUSSION:

This amendment will add a new exhibit to the current agreement, and will incorporate compensation for covered services to Medicaid Members.

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. 10    Review and recommend for award by the Governing Board the Dialysis Products Purchase Agreement with Vantive US Healthcare, LLCs; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Dialysis Products Purchase Agreement
- Disclosure of Ownership

DISCUSSION:

This agreement will lock in pricing for five years and allow the vendor to provide dialysis products for use with patients with kidney illnesses. The agreement may be terminated at any time upon 60 days' notice.

FINAL ACTION TAKEN:

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

**ITEM NO. 11 Review and recommend for approval by the Governing Board the Purchaser-Specific Agreement and Addendum with CyraCom, LLC for Interpretation and Translation Services; authorize the Chief Executive Officer to exercise any renewal options; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Purchaser Specific Agreement
- Addendum
- Disclosure of Ownership

DISCUSSION:

This request is to enter into a new service agreement with the vendor to provide translation and interpretation services, both via video and onsite, if needed. This is an HPG vendor. The term is three years, with two one-year options for renewal.

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. 12 Review and recommend for award by the Governing Board the Bid No. 2024-16, UMC 5409 E Lake Mead Blvd Remodel Project PWP# CL-2025-183, to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- ITB 2024-16 - UMC 5409 E Lake Mead Remodel Pro
- Disclosure of Ownership

DISCUSSION:

A bid was published in December soliciting proposals for improvements to the UMC-operated building, which is intended to be a crisis stabilization unit, located at 5409 E Lake Mead, Las Vegas, NV 89156. Three responses were received. We request the bid be awarded to Monument Construction, the lowest responsive bidder, who will provide all tenant improvements to the property.

Member Hagerty asked why UMC would enter into a contract for construction services, as the understanding was that this is a county property initiative that UMC would manage. Ms. Allen clarified that, although this is a county property, UMC would still do the bidding process and construction, but UMC will be reimbursed.

FINAL ACTION TAKEN:

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

**ITEM NO. 13 Review and recommend for approval by the Governing Board the Order Form with CarePort Health, LLC for CarePort Transition implementation and subscription services; authorize the Chief Executive Officer to execute the extension options and future amendments within his yearly delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Order Form
- Disclosure of Ownership

DISCUSSION:

This new Order Form with CarePort will replace and upgrade the current platform and streamline the management of post-acute referrals and discharge planning, thereby improving efficiency in patient care transition, referrals, and monitoring patient length of stay at the hospital. The project implementation is estimated to take 4 months to complete. The term of the agreement is for three years.

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)**

- The meeting date for the April meeting was changed to April 23<sup>rd</sup>.

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

**COMMENTS BY THE GENERAL PUBLIC:**

SPEAKERS(S): None



There being no further business to come before the Committee at this time, at 3:04 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
February 19, 2025

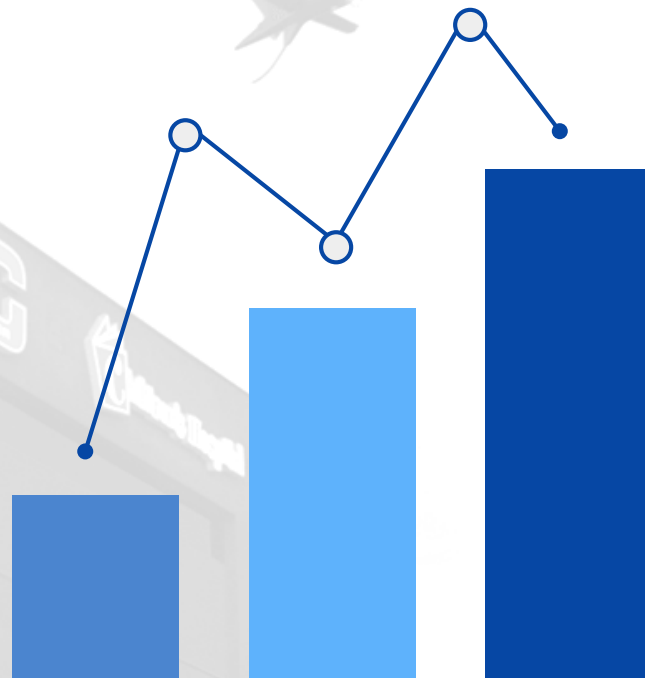
Agenda Item #

**4**



# January 2025 Financials

AFC Meeting



# KEY INDICATORS JAN



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	19,888	19,394	493	2.54%	18,919	968	5.12%
Total Admissions	2,164	1,915	249	13.02%	1,838	326	17.74%
Observation Cases	724	822	(98)	(11.92%)	822	(98)	(11.92%)
AADC (Hospital)	610	597	13	2.15%	584	26	4.47%
ALOS (Admits)	5.87	6.53	(0.66)	(10.16%)	6.85	(0.98)	(14.31%)
ALOS (Obs)	0.92	1.42	(0.50)	(35.14%)	1.42	(0.50)	(35.14%)
Hospital CMI	1.82	1.84	(0.02)	(1.09%)	1.84	(0.02)	(1.09%)
Medicare CMI	2.22	2.05	0.17	8.31%	2.05	0.17	8.31%
IP Surgery Cases	816	827	(11)	(1.33%)	768	48	6.25%
OP Surgery Cases	718	676	42	6.21%	604	114	18.87%
Transplants	13	11	2	18.18%	11	2	18.18%
Total ER Visits	9,564	9,216	348	3.78%	9,035	529	5.86%
ED to Admission	14.38%	-	-	-	12.02%	2.36%	-
ED to Observation	7.08%	-	-	-	11.28%	(4.20%)	-
ED to Adm/Obs	21.46%	-	-	-	23.30%	(1.84%)	-
Quick Cares	20,446	20,509	(63)	(0.31%)	19,161	1,285	6.71%
Primary Care	8,108	8,014	94	1.18%	7,476	632	8.45%
UMC Telehealth - QC	620	732	(112)	(15.34%)	718	(98)	(13.65%)
OP Ortho Clinic	2,522	2,183	339	15.51%	2,032	490	24.11%
Deliveries	137	122	15	11.93%	120	17	14.17%

# TRENDING STATS



	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	12-Mo Avg	Var
APDs	18,919	17,882	18,173	18,399	18,211	18,364	18,939	19,364	18,169	19,079	17,105	19,071	19,888	18,473	1,415
Total Admissions	1,838	1,838	1,931	1,877	1,966	1,861	1,897	1,923	1,829	1,911	1,855	2,142	2,164	1,906	258
Observation Cases	822	924	941	900	927	1,001	871	848	926	882	808	742	724	883	(159)
AADC (Hospital)	584	579	553	581	557	587	584	603	579	591	548	586	610	578	32
ALOS (Adm)	6.85	6.34	6.25	6.04	6.22	5.57	6.16	6.24	6.23	6.08	5.90	5.62	5.87	6.13	(0.26)
ALOS (Obs)	1.42	1.66	1.46	1.28	1.31	1.44	1.41	1.37	1.30	1.23	1.20	1.03	0.92	1.34	(0.42)
Hospital CMI	1.84	1.89	1.92	1.76	1.93	1.92	2.03	1.90	1.90	1.99	1.84	1.77	1.82	1.89	(0.07)
Medicare CMI	2.05	2.23	2.35	2.03	2.19	2.06	2.15	2.64	2.13	2.01	1.99	1.91	2.22	2.14	0.07
IP Surgery Cases	768	760	814	790	827	800	841	857	836	898	740	786	816	810	6
OP Surgery Cases	604	558	577	589	630	590	674	660	661	770	637	629	718	632	86
Transplants	11	13	18	14	16	18	15	17	19	15	15	17	13	16	(3)
Total ER Visits	9,035	8,329	8,859	9,015	9,470	8,753	8,688	8,951	8,949	9,076	8,907	10,010	9,564	9,004	561
ED to Admission	12.02%	12.95%	12.07%	12.67%	12.08%	11.89%	13.43%	12.99%	12.09%	12.68%	12.91%	13.56%	14.38%	12.61%	1.76%
ED to Observation	11.28%	10.96%	11.68%	10.54%	10.13%	11.50%	9.99%	9.73%	10.01%	8.97%	8.87%	6.91%	7.08%	10.05%	(2.97%)
ED to Adm/Obs	23.30%	23.92%	23.75%	23.21%	22.21%	23.40%	23.42%	22.72%	22.10%	21.65%	21.78%	20.47%	21.46%	22.66%	(1.21%)
Quick Care	19,879	17,848	18,099	18,467	18,369	15,538	14,205	15,840	15,678	16,516	17,282	21,610	20,446	17,444	3,002
Primary Care	7,476	7,537	7,147	7,562	7,753	7,052	7,423	7,903	6,894	7,772	6,300	6,759	8,108	7,298	810
UMC Telehealth - QC	718	575	577	580	566	503	468	490	456	410	535	540	620	535	85
OP Ortho Clinic	2,032	1,751	1,726	2,194	2,141	1,759	2,103	1,688	1,961	2,354	2,134	2,458	2,522	2,025	497
Deliveries	120	118	114	92	82	126	103	119	104	99	110	106	137	108	29

# Payor Mix Trend



## IP- Payor Mix 12 Mo Jan- 25

Fin Class	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	Jul- 24	Aug- 24	Sep- 24	Oct- 24	Nov- 24	Dec- 24	Jan- 25	12-Mo Avg	Jan to Avg Var
Commercial	16.91%	17.11%	18.53%	17.96%	17.48%	13.69%	15.50%	17.20%	17.56%	18.12%	15.34%	16.95%	16.52%	16.86%	(0.34%)
Government	3.83%	3.76%	4.75%	4.29%	3.58%	4.19%	4.39%	5.38%	4.30%	4.15%	4.16%	4.26%	3.95%	4.25%	(0.30%)
Medicaid	45.70%	44.65%	42.06%	40.75%	40.11%	43.05%	44.78%	43.06%	41.22%	40.76%	40.72%	41.55%	40.63%	42.37%	(1.74%)
Medicare	29.78%	29.73%	29.71%	31.47%	34.07%	31.89%	29.78%	29.48%	31.56%	32.04%	33.44%	32.35%	34.73%	31.28%	3.46%
Self Pay	3.78%	4.75%	4.95%	5.53%	4.76%	7.18%	5.55%	4.88%	5.36%	4.93%	6.34%	4.89%	4.17%	5.24%	(1.07%)

## Payor Mix by Type 12 Mo Avg Jan- 25

Fin Class	IP	ED	Surg IP	Surg OP
Commercial	16.86%	18.37%	21.31%	32.56%
Government	4.25%	5.20%	5.54%	6.31%
Medicaid	42.37%	49.27%	37.12%	33.89%
Medicare	31.28%	15.82%	31.71%	25.32%
Self Pay	5.24%	11.33%	4.32%	1.93%

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$469,545,483	\$458,335,532	\$11,209,952	2.45%	●
Net Patient Revenue	\$86,894,118	\$83,753,218	\$3,140,901	3.75%	●
Other Revenue	\$3,490,240	\$3,611,168	(\$120,929)	(3.35%)	●
<b>Total Operating Revenue</b>	<b>\$90,384,358</b>	<b>\$87,364,386</b>	<b>\$3,019,972</b>	<b>3.46%</b>	●
Net Patient Revenue as a % of Gross	18.51%	18.27%	0.23%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$89,375,468	\$88,426,704	\$948,764	1.07%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$1,008,890	(\$1,062,318)	\$2,071,209	194.97%	●
Add back: Depr & Amort.	\$4,162,432	\$3,820,454	\$341,977	8.95%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$5,171,322</b>	<b>\$2,758,136</b>	<b>\$2,413,186</b>	<b>87.49%</b>	●

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$3,161,665,602	\$3,112,066,290	\$49,599,312	1.59%	●
Net Patient Revenue	\$579,202,193	\$564,890,606	\$14,311,587	2.53%	●
Other Revenue	\$32,259,767	\$25,192,373	\$7,067,393	28.05%	●
<b>Total Operating Revenue</b>	<b>\$611,461,960</b>	<b>\$590,082,980</b>	<b>\$21,378,980</b>	<b>3.62%</b>	●
Net Patient Revenue as a % of Gross	18.32%	18.15%	0.17%		
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$623,277,679</b>	<b>\$597,258,167</b>	<b>\$26,019,511</b>	<b>4.36%</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$11,815,719)</b>	<b>(\$7,175,188)</b>	<b>(\$4,640,531)</b>	<b>(64.67%)</b>	●
Add back: Depr & Amort.	\$28,848,280	\$28,410,745	\$437,535	1.54%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$17,032,561</b>	<b>\$21,235,557</b>	<b>(\$4,202,996)</b>	<b>(19.79%)</b>	●
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>2.79%</b>	<b>3.60%</b>	<b>(0.81%)</b>	<b>-</b>	



# SALARY & BENEFIT EXPENSE



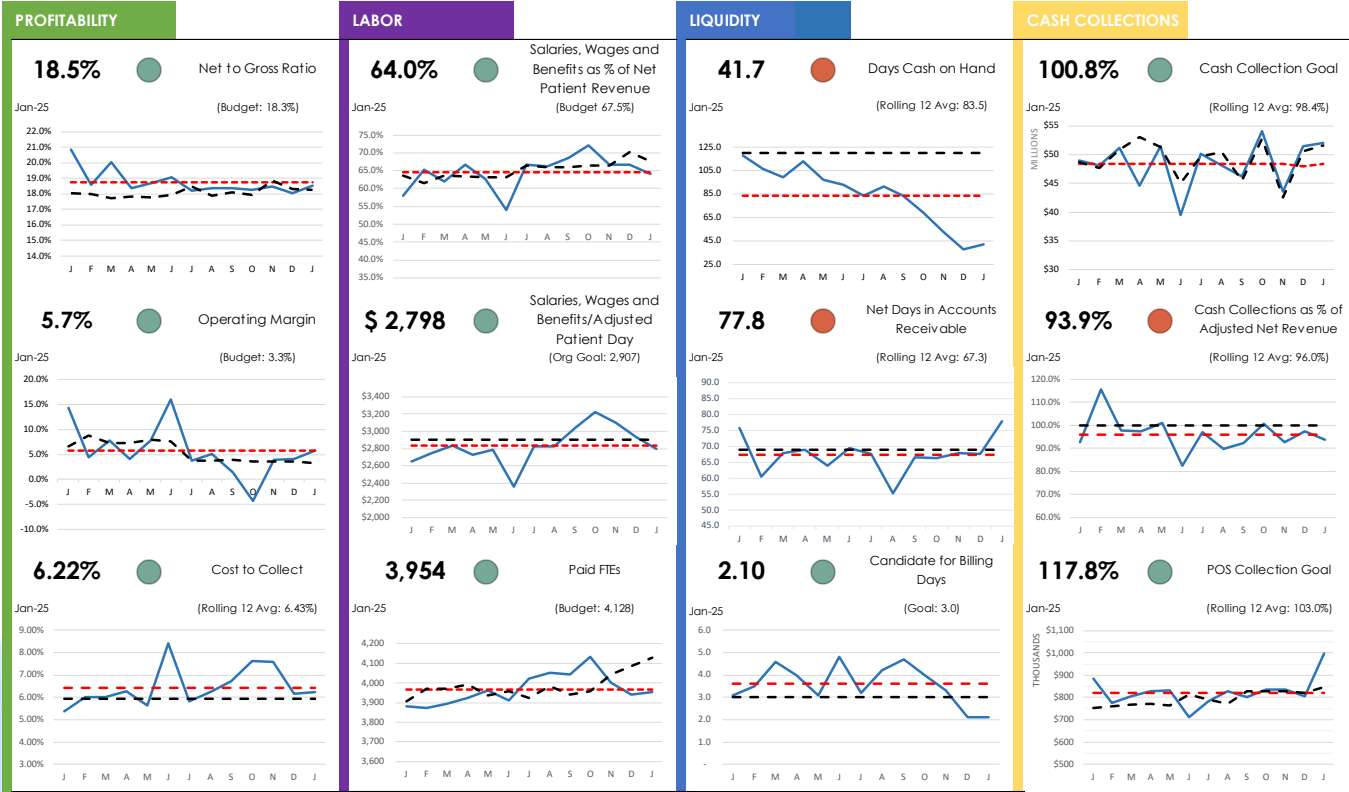
	Actual	Budget	Variance	% Variance	
Salaries	\$37,507,758	\$37,256,663	\$251,094	0.67%	●
Benefits	\$15,590,463	\$16,411,614	(\$821,151)	(5.00%)	●
Overtime	\$598,317	\$1,184,132	(\$585,815)	(49.47%)	●
Contract Labor	\$1,951,054	\$1,701,679	\$249,375	14.65%	●
<b>TOTAL</b>	<b>\$55,647,592</b>	<b>\$56,554,089</b>	<b>(\$906,497)</b>	<b>(1.60%)</b>	●
Paid FTEs	3,954	4,128	(174)	(4.21%)	●
Paid FTEs (Flex)	3,954	4,186	(232)	(5.54%)	●
SWB per FTE	\$14,073	\$13,700	\$373	2.72%	●
SWB/APD	\$2,798	\$2,916	(\$118)	(4.04%)	●
SWB % of Net	64.04%	67.52%	-	(3.48%)	●
AEPOB	6.16	6.60	(0.43)	(6.59%)	●

# EXPENSES JAN



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,372,177	\$2,333,076	\$39,101	1.68%	●
Supplies	\$17,303,617	\$15,961,727	\$1,341,889	8.41%	●
Purchased Services	\$7,224,807	\$6,973,065	\$251,743	3.61%	●
Depreciation	\$2,517,979	\$2,258,046	\$259,933	11.51%	●
Amortization	\$1,644,453	\$1,562,409	\$82,044	5.25%	●
Repairs & Maintenance	\$992,683	\$962,242	\$30,441	3.16%	●
Utilities	\$386,035	\$578,151	(\$192,116)	(33.23%)	●
Other Expenses	\$1,126,182	\$1,090,757	\$35,426	3.25%	●
Rental	\$159,943	\$153,142	\$6,801	4.44%	●
<b>Total Other Expenses</b>	<b>\$33,727,876</b>	<b>\$31,872,615</b>	<b>\$1,855,261</b>	<b>5.82%</b>	●

# KEY FINANCIAL INDICATORS



Actual  
Rolling Average  
Target

# ORGANIZATIONAL GOALS FINANCE/OPERATIONS



	Q1	Q2	Jan	YTD	Target
Exceed fiscal year budgeted income from operations plus depreciation and amortization.	\$8,798,191	\$3,063,048	\$5,171,322	\$17,032,561	\$21,235,557
Home ALOS with a target equal to or less than 4.25	4.52	4.18	4.18		4.25
ED to Observation target of 8.3%	9.91%	8.25%	7.08%		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	\$2,898	\$3,084	\$2,798		\$2,907
Adjusted EPOB of 6.64	6.62	6.70	6.16		6.64
OR First Case On Time Start (FCOTS): Target is 80%	61.40%	64.79%	68.44%		80.00%

# FY25 CASH FLOW



	January 2025	December 2024	November 2024	YTD of FY2025
<b>Operating Activities</b>				
Cash received from patients and payors	76,556,837	49,239,755	50,332,501	444,629,788
Cash paid to vendors	(25,565,857)	(41,272,833)	(25,593,401)	(241,704,576)
Cash paid to employees	(40,260,641)	(53,297,480)	(70,021,714)	(342,638,320)
Other operating receipts/(disbursements)	1,950,928	6,117,567	3,788,255	27,406,086
Net cash provided by/(used in) operations	12,681,267	(39,212,991)	(41,494,359)	(112,307,022)
<b>Investing Activities</b>				
Purchase of property and equipment, net	(505,160)	(2,832,547)	(4,071,174)	(23,684,600)
Interest received	206,866	267,170	460,918	8,877,650
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	2,978,667	27,197,566	18,777,293	40,791,842
Net cash provided by/(used in) investing activities	2,680,373	24,632,189	15,167,037	25,984,892
<b>Financing Activities</b>				
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	15,361,640	(14,580,803)	(26,327,324)	(86,322,132)
Cash beginning of period	25,373,131	39,953,933	66,281,255	127,056,902
Cash end of period	40,734,770	25,373,131	39,953,931	40,734,770
Unrestricted cash	40,734,770	25,373,131	39,953,931	40,734,770
Cash restricted by donor	4,210,491	4,134,057	4,136,991	4,210,491
Internally designated cash	75,123,835	78,102,502	105,300,068	75,123,835

# FY25BALANCE SHEET HIGHLIGHTS



	Jan 2025		Dec 2024		Nov 2024	
<b>CASH</b>						
Unrestricted	\$	40.7	\$	25.4	\$	40.0
Restricted by donor		4.2		4.1		4.1
Internally designated		75.1		78.1		105.3
	\$	120.1	\$	107.6	\$	149.4
<b>NET WORKING CAPITAL</b>	\$	209.1	\$	204.2	\$	186.8
<b>NET PP&amp;E</b>	\$	292.5	\$	292.3	\$	280.9
<b>LONG-TERM DEBT</b>	\$	-	\$	-	\$	-
<b>NET PENSION LIABILITY</b>	\$	716.8	\$	716.8	\$	716.8
<b>NET POSITION</b>	\$	(205.4)	\$	(206.4)	\$	(206.0)

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
February 19, 2025

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	Renal Payer Solutions, Inc. dba Champion Health Plan of Nevada	New Contract	N/A	2/1/2025 - 1/31/2026	90 w/out cause	Revenue based on volume	Mangaged Care	New Provider Services Agreement including Specialist Physician Services



Agreements with a P&L Impact												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract / Amendment /Exercise Option/ Change Order	Are Terms/Condi ons the Same?	This Contract Term	Out Clause	Contract Value	Capital / Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
7	NRS 332.115(1)(b)	No	Optimum Healthcare Solutions, Inc.	Funding Increase	No	2/28/24 – 2/27/26	Upon notice w/o cause	The additional funding increase of \$1,050,000 will bring the total Contract amount to \$1,600,000	None	None	Radiology Physicians	On February 28, 2024, the Governing Board approved the Agreement with Optimum Healthcare Solutions, LLC in the amount of \$550,000 for permanent placement staffing services. Optimum’s placement fee is 16% of a candidate’s first year salary for every candidate referred that becomes employed. The Agreement includes a guarantee of 90 days of employment or UMC receives a refund of the placement fee or credit towards a replacement candidate. This approval will provide for a funding increase in the amount of \$1,050,000 due to the hiring of additional radiology permanent placement physicians.
8	NRS 450.525 & 450.530	Yes	Masimo Americas, Inc.	New Contract	N/A	5 Years	Budget Act and Fiscal Fund Out	Base Agreement NTE \$12,927,035.40	None	None	Transport - Central	Staff request board approval for the new Deferred Equipment Agreement ("Agreement") with Masimo, in which Masimo will supply pulse oximetry equipment, software, and training at no upfront cost. However, this will be subject to an annual minimum sensor commitment of \$2,585,407.08 over the term of the Agreement, which will commence sixty (60) months from the Effective Date. UMC has historically exceeded this commitment level and accepts the terms outlined for entering into this Agreement.
9	NRS 332.115(4) & NRS 450.530	Yes	Abbott Laboratories Inc.	New Contract	N/A	5 Years	Yes with 90 days’ prior written notice, subject to the payment of a reimbursement fee	\$4,660,194.15 (\$932,038.83 annually)	N/A	Replaces LDT instrumentation	Pathology	As a part of this Agreement, Abbott will provide two Alinity M fully integrated and automated molecular diagnostics analyzers. The Alinity M systems, which will be located and operated on the UMC Main Campus, allow for rapid turnaround times for assays and will be replacements for existing LDT instrumentation. As a part of the Agreement, UMC will purchase related disposables.  The term of the Agreement is five years from the effective date. The Agreement may be terminated upon 90 days’ prior written notice after the second contract anniversary date without penalty.
10	NRS 332.115(1)(c)	No	Intuitive Surgical	New Contract	N/A	3 Years	Budget Act and Fiscal Fund Out	Base Agreement NTE \$1,134,000	None	None	OR	Request Board to approve the Service Agreement for Intuitive Surgical to provide services for the da Vinci Xi 4 Arm Dual, Ion ARM-HD Single, and da Vinci Xi 4 Arm Dual robots. UMC will compensate Intuitive Surgical \$1,134,000.00 for services related to the da Vinci Xi 4.
11	NRS 332.115(1)(h)	No	Optum360, LLC	New Contract	N/A	5 Years	Early Termination at any time after year 3 with 60-day notice	Base Agreement NTE \$4,500,000	None	Savings \$275,905	HIM	This request is to enter into a new Master Agreement and Product Schedule with Optum360, LLC (“Optum”) for the Optum Enterprise Computer-Assisted Coding platform. This solution offers capabilities in Computer-Assisted Coding (CAC) and Clinical Documentation Improvement (CDI) through a cloud-based Software as a Service (SaaS) model. This design strategically minimizes the technical demands placed on UMC, allowing for greater focus on patient care. Additionally, Optum will provide a sophisticated functionality of Clinical Language Intelligence (CLI), which will significantly enhance UMC’s coding and CDI processes through automation and intelligent insights. UMC will compensate Optum a not-to-exceed amount of \$4,500,000 for five (5) years from February 26, 2025, through February 25, 2030. This agreement will replace the current service provider, resulting in estimated cost savings of \$275,905 once the Optum software is fully implemented.
12	NRS 450.525	Yes	Brightview Landscape Services, Inc.	Amendment	No	1 Year	30 days w/o cause	The additional funding increase of \$608,658.72 will bring the total Contract amount to \$2,991,766.72	None	None	EVS	This request is to Amend UMC’s Landscape Services Agreement dated June 1, 2019. This Amendment will increase the annual landscaping maintenance and porter services to \$608,658.72 for new NTE of \$2,991,766.72.

13	NRS 332.115(1)(b)	No	Rose Heart, Inc.	New Contract	N/A	2 years with one 1-year renewals	90 days w/o cause	Estimated \$1,020,000 annually; amount to be reimbursed by Clark County	None	None	Emergency Department	<p>Since 1995, UMC has contracted with Rose Heart, Inc. ("Rose Heart") for sexual assault nurse examiner services. Rose Heart is an organization composed of highly trained and skilled registered nurses who have successfully completed training as sexual assault nurse examiners through a course which has been endorsed by the Sexual Assault Response Team (SART) Committee. Available 24 hours a day, the nurses examine patients and gather evidence in cases where victims have been sexually assaulted and/or abused. The work is performed in accordance with the protocols established by the Nevada Office of Criminal Justice Planning, and the Rose Heart Nurse Examiners are available to testify in court as needed.</p> <p>In previous agreements, UMC's emergency room physician provider would compensate Rose Heart, however UMC will now compensate Rose Heart directly and invoice Clark County for the services provided. The proposed agreement is for a two (2) year term and may be terminated by either party without cause upon ninety (90) days' notice. The total monthly amount billed will not exceed \$85,000.</p>
14	RFP 2024-15	No	Aargon Agency, Inc.	New Contract	N/A	5 Years	15 days' notice	\$3,750,000 (\$750,000 annually)	N/A	Commission reduces to 10% from the previous 11%, a ~9.09% decrease	PT Accounting	<p>Aargon Agency, Inc. will provide bad debt collection services for UMC, which include, in part, the following: providing outgoing dialing campaigns, email and text messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements, fielding calls for account audits and charge disputes, and generally providing collection agency intervention in an effort to collect past due medical bills previously determined to be uncollectible by UMC.</p> <p>The Agreement is a five-year term from April 1, 2025 through March 31, 2030. UMC may terminate for convenience with 15 days' prior notice.</p>
15	RFP 2024-11 Managed Print Services	No	Advanced Imaging Solutions, Inc. Managed Print Services	New Contract	N/A	5 Years	15 calendar days w/o cause	NTE: \$4,789,369.00	None	None	IT	<p>AIS will offer UMC fleet management of approximately 427 new multi-functional devices. The units will have full copy/print/fax/scan capability and includes full maintenance support and supplies (excluding paper) for the main hospital and offsite clinics.</p> <p>The Agreement term is from April 1, 2025 through April 1, 2030, with the option to extend for three months. UMC may terminate for convenience upon fifteen (15) days' notice.</p>

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

<b>Issue:</b>	<b>Specialist Physician Services Agreement with Renal Payer Solutions, Inc. dba Champion Health Plan of Nevada</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Specialist Physician Services Agreement with Renal Payer Solutions, Inc. dba Champion Health Plan of Nevada for managed care services; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: February 1, 2025 - January 31, 2026  
Amount: Revenue based on volume  
Out Clause: 90 days w/o cause

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

**BACKGROUND:**

Renal Payer Solutions, Inc. dba Champion Health Plan of Nevada (“Champion”) is a Medicare Advantage Prescription Drug HMO Chronic – Special Needs Plan (CSNP) for Medicare Beneficiaries with end-stage renal disease (ESRD). Champion began operations in seven (7) California counties and four (4) Nevada counties on January 1, 2024.

This Specialist Physician Services Agreement establishes that Champion shall compensate UMC for Covered Services, including Specialist Physician Services, through a reimbursement percentage and Medicare Allowable rate. The agreement's term is February 1, 2025, through January 31, 2026, and upon mutual agreement, it shall renew for two one-year successive terms. This Agreement can be terminated by either party without cause given prior written 90-day notice to the other party.

UMC’s Director of Managed Care has reviewed and recommended approval of this Agreement, which has also been approved as to form by UMC’s Office of General Counsel.

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

Cleared for Agenda  
February 19, 2025

Agenda Item #

**6**

**RENAL PAYER SOLUTIONS, INC.  
SPECIALIST PHYSICIAN SERVICES AGREEMENT**

This Provider Services Agreement is made and entered by and between University Medical Center of Southern Nevada a licensed Clark County-owned and operated acute care hospital established pursuant to Chapter 450 of the Nevada Revised Statutes (“Provider”) and Renal Payer Solutions, Inc. dba Champion Health Plan of Nevada (“Plan”). The Provider and Plan each are referred to as a “Party” and collectively as the “Parties”. The Effective Date of the Agreement is **February 1, 2025.**

**RECITALS**

WHEREAS,

A. Plan is a licensed health care services plan that has entered into or will enter into contracts with various government and private Payors (as defined below) under which the Plan has agreed to provide or arrange health care services and benefits to Plan Members under the various Plan Arrangements identified in Exhibit A hereto. The totality of Plan Arrangements with Payors is the “**Plan Program**” and the Plan shall be able to freely change participation in the Plan Program by the Payors vis a vis the Provider at any time by adding, eliminating, or modifying Plan Arrangements.

B. Whereas, Provider is a licensed Clark County owned and operated acute care hospital established pursuant to Chapter 450 of the Nevada Revised Statutes and accredited by The Joint Commission and certified for participation under Medicare and Medicaid, Title XVIII and XIX of the Social Security Act that desires to provide hospital services to Participants under the terms of this Agreement.

C. The Parties intend by entering into this Agreement they will provide health care and related Covered Services, including Specialist Physician Services, Acute Services, and Transplant Services, to Members.

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

**TERMS OF AGREEMENT**

**ARTICLE I.  
DEFINITIONS**

Whenever used in this Agreement, the following terms shall have the definitions contained in this Article I. Terms used in this Agreement which are defined by Applicable Law shall be interpreted consistent with such Applicable Laws.

- 1.1. Accreditation Organization. Accreditation Organization means any organization engaged in accrediting or certifying Plan or Providers.
- 1.2. Applicable Law. Applicable Law means, as context requires, (i) the law jurisdiction in which Provider is providing services, (ii) federal law in the case of the Medicare or Medicaid programs, (iii) the law of the jurisdiction in which the patient is located for encounters involving telemedicine, or (iv) the law as otherwise specified in this Agreement.

- 1.3. CMS. CMS is the Centers for Medicare and Medicaid Services, the agency of the United States government responsible for administering the Medicare program.
- 1.4. CMS Agreement. CMS Agreement is the Medicare contract between Plan and CMS.
- 1.5. Commencement Date. Commencement Date is the date this Agreement becomes effective, as specified in the first sentence to this Agreement.
- 1.6. Complete Claim. Complete Claim shall have the meaning set forth in Chapter 686A of the Nevada Administrative Code, Section 686A.282.
- 1.7. Copayment. Copayment means an amount (whether expressed as either a percentage of cost or as a specific dollar amount) that a Member is obligated to pay directly to a provider for a specific service in accordance with the Plan Arrangement under which he or she is covered and in accordance with any applicable Membership Materials. For purposes of this Agreement, Copayments shall include, but not be limited to, those payments commonly referred to as “coinsurance,” “copayments,” and/or “deductibles.”
- 1.8. Covered Services. Covered Services are those Medically Necessary health care services, supplies and benefits which are required by a Member pursuant to the coverage provisions of a Plan Arrangement, as further specified in the applicable Services Agreements and Membership Materials.
- 1.9. Covering Physicians. Covering Physicians are Specialist Physicians who have entered into contracts with Provider to provide Specialist Physician Services under the terms of this Agreement when Provider is not available and who are Participating Providers or have been approved by the Plan.
- 1.10. DHHS. DHHS is the State of Nevada Department of Health and Human Services, the agency responsible for administering the Medicaid program in Nevada.
- 1.11. DOI. DOI is the Nevada Division of Insurance, an administrative agency of the Nevada Government responsible for the licensing and regulation of health care service plans.
- 1.12. Emergency Services. Emergency Services are health care services furnished by a qualified provider and needed to evaluate or stabilize a medical condition, including a psychiatric emergency medical, which is manifested by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in (i) placing the health of Member (or in the case of a pregnant Member, the health of the Member or her unborn child) in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part.
- 1.13. Fiscal Year. Fiscal Year of Plan shall mean each twelve (12) month period beginning January 1st and ending December 31<sup>st</sup>.
- 1.14. Hospital Services. Hospital Services are Covered Services that are provided to Members by hospitals on an inpatient or outpatient basis.

- 1.15. Medically Necessary. Medically Necessary shall have the meaning set forth in the applicable Services Agreement or Member Agreement or by Applicable Law for the Program under which the Member is enrolled.
- 1.16. Member. Member is an individual who is enrolled in a Plan Arrangement and who is determined to be eligible for membership in the applicable Plan Arrangement as of the date of service.
- 1.17. Membership Materials. Membership Materials refers to the evidences of coverage or member handbooks, as amended from time to time, that the Plan or Payor issues to Members and that include complete descriptions of the terms, conditions and benefits available to Members under applicable Programs.
- 1.18. Payor. Payor means a health care service plan, employer, federal, state, local or municipal government agency or any other entity which has entered into a contract with Plan on a prepaid basis and has authorized Plan to deliver Covered Services to Members under a Program(s).
- 1.19. Participating Provider(s). Participating Provider(s) are physicians, medical groups, IPAs, health care professionals, hospitals, facilities and other providers of health care services or supplies that have entered into written contracts directly or indirectly with Plan to provide Covered Services to Members pursuant to a Plan Arrangement.
- 1.20. Plan Arrangement. Plan Arrangement means any health care plan for the provision of Covered Services as more fully described in the Exhibits hereto, the Provider Manual, and any applicable Services Agreements and Membership Materials(s), as each may be amended from time to time. The specific Plan Arrangements under which Provider renders Covered Services are set forth on the Schedule of Plan Arrangements attached as Exhibit A hereto, as may be amended from time to time.
- 1.21. Plan Service Area. Plan Service Area is the geographic area in which Plan is licensed by the DOI and other required regulators to provide Covered Services to Members for the applicable Plan Arrangement.
- 1.22. Program. Program means the totality of Plan Arrangements entered into by the Plan and for which Provider is a Participating Provider. Plan reserves the right to add, delete, or modify the Plan Arrangements that constitute the Program in which Provider provides Covered Services at any time without the consent of the Provider.
- 1.23. Program Requirements. Program Requirements are those requirements as established under Law and through any Services Agreements and Membership Materials applicable to specific Programs as summarized in Exhibits B through D hereto.
- 1.24. Provider Manual. Provider Manual means that document or series of documents created, maintained, updated and distributed from time to time by Plan that describes the Plan's policies and procedures and other requirements for Provider for each Plan Arrangement. The Provider Manual is incorporated into this Agreement and made a part hereof.
- 1.25. Provider Professional(s). Provider Professional(s) are Participating Providers who are physicians and other professionals who are shareholders or partners of, employed by or contract with Provider to deliver Covered Services hereunder. Provider Professionals must meet Plan's criteria for participation as a Participating Provider. References to Provider hereunder shall include Provider and its Provider Professionals.

- 1.26. Quality Management and Improvement (“QI”) Program. Quality Management and Improvement (“QI”) Program are those standards, protocols, policies and procedures adopted by Plan to monitor and improve the quality of clinical care and quality of services provided to Members. A summary of the QI Program is included in the Provider Manual, which may be updated from time to time by Plan.
- 1.27. Referral Services. Referral Services shall mean any Covered Services provided by Participating Providers upon referral from the Plan or a Specialist Physician or other physician in accordance with the UM Program.
- 1.28. Services Agreement(s). Services Agreement(s) are synonymous with Plan Arrangements and refers to the contracts between the Plan and Payors under which the Plan has agreed to provide or arrange Covered Services to Members enrolled under the particular Plan Arrangement.
- 1.29. Specialist Physician. Specialist Physician is a Participating Provider who provides Specialist Physician Services to Members. Specialist Physician must meet Plan’s criteria for participation as a Specialist Physician. Specialist Physician (s) must be physicians practicing in the fields of specialty approved by Plan, in accordance with Services Agreements and Applicable Law.
- 1.30. Specialist Physician Services. Specialist Physician Services are those Covered Services provided by Provider to Members as further described in this Agreement and in the Provider Manual.
- 1.31. Urgently Needed Services. Urgently Needed Services are Covered Services which are required while a Member is anywhere outside the Plan Service Area in order to prevent serious deterioration of a Member’s health resulting from an unforeseen illness or injury for which treatment cannot be delayed until the Member returns to the Plan Service Area.
- 1.32. Utilization Management (“UM”) Program. Utilization Management (“UM”) Program means those standards, protocols, policies and procedures adopted by Plan regarding the management, review and approval of the provision of Covered Services to Members. The UM Program is included in the Provider Manual, which may be updated from time to time by Plan.

## **ARTICLE II.**

### **DUTIES OF PROVIDER**

- 2.1. Provide Specialist Physician Services. Provider shall provide Specialist Physician Services to Members in coordination with the Plan and Plan’s Participating Providers, and in accordance with the terms and conditions set forth in this Agreement. Provider shall render all medically necessary Covered Services required by the Agreement to each Member for the period for which a premium has been paid to Payor. Provider agrees that it will furnish covered services to all Members without regard to the participation of the Member in the Plan as a private purchaser of the plan or as a participant in a publicly financed program of health care services. **Nev. Admin. Code [NAC] 695C.190(5); Nev. Rev. Stat. [NRS] 687B.780.**
- 2.2. Referral Services. Provider shall arrange any necessary Specialist Physician Services not provided by Provider to specialists or other providers in accordance with Plan’s UM Program by directing Members to Plan’s selection of Participating Providers. Provider shall not refer Members to providers other than those on Plan’s list of providers of Referral Services without Plan’s prior approval.

- 2.3. Professional Standards. The primary concern of Provider shall be the quality of Covered Services provided to Members. All Covered Services shall be provided by duly licensed, certified or otherwise authorized professional personnel in accordance with (i) the generally accepted medical and surgical practices and standards prevailing in the applicable professional community at the time of treatment, (ii) Plan's QI and UM Programs, (iii) applicable rules and regulations of applicable state medical boards, (iv) Applicable Law, and (v) the standards of Accreditation Organizations. Provider shall cooperate with all QI activities being conducted by the Plan.
  - 2.3.1. Licensure of Provider. Provider shall maintain in good standing at all times and ensure that any and all professionals that provide or assist Provider in the provision of Covered Services hereunder maintain in good standing at all times, any and all licenses, certificates, and/or approvals required under Applicable Law and by the Plan.
  - 2.3.2. Hospital Privileges. Provider shall maintain in good standing at all times medical staff membership and clinical privileges, or have executed a formal agreement with another physician to admit and follow patients, at one or more of the Plan's contracted network hospital(s) as necessary to provide Covered Services to Members.
  - 2.3.3. No Conflicts. Provider is not subject to any agreements or obligations that would interfere with Provider's ability to enter into or perform its obligations under this Agreement in accordance with its terms.
  - 2.3.4. Credentialing. Provider and its Provider Professionals shall meet Plan's credentialing standards as specified in the Provider Manual and must be approved by the Plan before providing Covered Services to Members. Provider shall respond to requests from Plan for credentialing information. Failure to timely respond to such requests shall be grounds for termination pursuant to Section 5.2 hereto.
  - 2.3.5. Right to Withdraw. Plan reserves the right to immediately withdraw from Provider any or all Members in the event that the health or safety of Members is endangered by the actions of Provider or if Provider ceases to maintain required licenses, hospital privileges, or ceases to meet Plan's credentialing criteria. Plan also reserves the right to add Plan Arrangements in which Provider participates, modify such Plan Arrangements, or withdraw Provider from any Plan Arrangement, at any time upon notice.
  - 2.3.6. Change in Status or Information. Provider shall immediately notify Plan in writing of any change in licensure or hospital privilege status, any change in information provided to Plan through the credentialing process, and any change in address or practice status.
- 2.4. Access and Availability. Provider shall comply with the access and availability requirements and conditions for each applicable Plan Arrangement as required by Applicable Law and as further delineated in the Provider Manual, including but not limited to prompt scheduling of appointments and availability of Specialist Physician Services.
- 2.5. Covering Physicians. If Provider and its Provider Professionals are unable to provide Covered Services from time to time, Provider shall secure the services of qualified Covering Physicians who are Participating Providers or who otherwise meet the Plan's credentialing criteria and who are approved by the Plan to provide Specialist Physician Services to Members. Provider shall enter into written agreements with Provider Professionals and Covering Physicians consistent with the terms and conditions of this Agreement and the requirements of Applicable Law. Provider shall provide the Plan with a complete list of its Provider Professionals and Covering



Physicians, together with the information required by the Plan for credentialing and plan administration, which this Agreement is signed and thereafter whenever requested by the Plan. Upon request, Provider shall make such written agreements available to Plan or any applicable government agency, for review and approval.

- 2.6. Acceptance and Transfer of Members. Provider may not impose any limitations on the acceptance of Members for care or treatment that are not imposed on other patients. Provider shall not request or demand the transfer, discharge, or removal of any Member for reasons of the Member's need for, or utilization of, Specialist Physician Services, except in accordance with the procedures established by Plan for such action. Provider shall not request or demand the transfer, discharge or removal of any Member while the Member is hospitalized or is in the middle of a course of treatment and a determination has been made that interruption of care would be detrimental to the health of the Member. Provider shall not refuse or fail to provide Specialist Physician Services to any Member.
- 2.7. Medical Records. Provider shall maintain all patient medical records relating to Covered Services provided to Members, in such form and containing such information as required by the Provider Manual, QI and UM Programs, Accreditation Organizations and Applicable Law. Medical records shall be maintained in a manner that is current, detailed, organized and permits effective patient care and quality review by Provider and Plan pursuant to the QI Program. Medical records shall be maintained in a form and physical location which is accessible to Provider, Plan, government agencies, and Accreditation Organizations. Upon thirty day (30) written request, Provider shall provide to Plan, at Provider's expense, copies of Member medical records for purposes of conducting quality assurance, case management and utilization review, credentialing and peer review, claims processing, verification and payment, resolving Member grievances and appeals and other activities reasonably necessary for the proper administration of the applicable Plan Arrangement consistent with Applicable Law. Provider also agrees to make available health records to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of Members. Provider also agrees to comply with applicable state and federal laws related to the confidentiality of medical and health records and the Member's right to see, obtain copies of or amend their medical and health records. **NRS 687B.760** The provisions of this Section shall survive termination of this Agreement for the period of time required by Applicable Law.
- 2.8. Insurance. 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. As such, Clark County and Provider are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Provider is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Provider will provide Plan with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.
- 2.9. Notice of Charges. Provider shall notify Plan immediately of the issuance of any formal charges against Provider or any professional delivering Covered Services on behalf of Provider by any governmental authority or licensing or Accreditation Organization which would, if sustained, impact the Provider's ability to comply with its duties and obligations pursuant to this Agreement. Provider shall further notify the Plan immediately of the initiation of any complaint, formal inquiry, investigation, or review with or by any licensing or regulatory authority, peer review organization, hospital committee, or other committee, organization or body which reviews quality of medical care which complaint, inquiry, investigation, or review directly or indirectly,

evaluates or focuses on the quality of care provided by Provider either in any specific instance or in general.

- 2.10. Administrative Requirements. Provider agrees to perform its duties under this Agreement in accordance with Plan's administrative guidelines, policies and procedures as set forth in this Agreement, the Provider Manual and Applicable Law. In the event of a conflict between this Agreement and the Provider Manual, the terms of this Agreement shall govern.
- 2.11. Data Requirements. Provider shall maintain and provide access to Plan, upon written request, all books, records, papers, and information required by Plan, Applicable Law, government agencies or Accreditation Organizations for usual and customary charges. Provider shall submit such information and data to Plan available during normal business hours. Provider shall allow Plan personnel reasonable on-site access to Provider records in connection with Plan's QI Program, UM Program or for other valid purposes. Provider shall accurately and completely maintain all information and data required by this Agreement, including medical records, necessary to characterize the scope and purpose of Covered Services provided to Members for the time period required by Applicable Law. Without limiting the foregoing, Provider shall maintain such records and provide such information to the Plan or to the DMHC as may be necessary for compliance with the Knox-Keene Act and shall retain such records for at least two years.
- 2.12. Pharmaceuticals. If Provider is licensed to prescribe drugs and medications, Provider shall prescribe drugs and medications in accordance with Applicable Law and the Plan's drug formulary.
- 2.13. HIPAA Compliance. Provider represents and warrants that it is presently and shall remain at all relevant times compliant with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Provider represents and warrants with respect to all Protected Health Information ("PHI"), (as defined under 45 C.F.R. § 164.501), that it is a Covered Entity under 45 C.F.R. Section 164.501 (and not a business associate of Plan), and that it shall use all appropriate safeguards to prevent the use or disclosure of PHI other than as allowed by Applicable Law.
- 2.14. Training. Provider and its practitioners and staff will participate in applicable training programs available through the Plan as required by any applicable Services Agreement or as required by the Plan to address any Plan policies and procedures. The Plan will notify Provider of any training program that must be completed pursuant to a Services Agreement and the timeframe for completing such required training.
- 2.15. Continuation of Care. In the event of the insolvency of Payor, Plan or any applicable intermediary, or in the event of any other cessation of operations of Payor, Plan, or intermediary, Provider must continue to deliver health care services covered by the Plan to a Member without billing the Member for any amount other than coinsurance, deductibles or copayments, as specifically provided in the evidence of coverage, until the earlier of: (a) The date of the cancellation of the Member's coverage under the network plan pursuant to NRS 687B.310, including, without limitation, any extension of coverage provided pursuant to: (i) the terms of the contract between the Member and Plan; (ii) NRS 689A.04036, 689B.0303, 695B.1901, 695C.1691 and 695G.164, as applicable; or (iii) any applicable federal law for Members who are in an active course of treatment or totally disabled; or (b) the date on which the contract between Plan and Provider would have terminated if Payor, Plan, or intermediary, as applicable, had remained in operation, including, without limitation, any extension of coverage provided pursuant to: (i) the terms of the contract between the Member and Plan; (ii) NRS 689A.04036, 689B.0303,

695B.1901, 695C.1691 and 695G.164, as applicable; or (iii) any applicable federal law for Members who are in an active course of treatment or totally disabled. **NRS 687B.700**

### **ARTICLE III. DUTIES OF PLAN**

- 3.1. Administration. Plan shall perform all administrative, accounting, enrollment, eligibility verification, and other functions necessary or appropriate for the operation, administration, and marketing of the Plan and consistent with the terms and conditions of this Agreement. Plan shall provide Provider with management information and data reasonably necessary to carry out the terms and conditions of this Agreement and for the operation of the Program.  
  
3.1.1. Plan shall also notify Provider of its obligations, if any, to collect applicable coinsurance, copayments, or deductibles from a Member pursuant to the evidence of coverage, or of the obligations, if any, of the Provider to notify a Member of the personal financial obligations of the Member for health care services that are not covered. **NRS 687B.790**
- 3.2. Plan Communications. Plan shall establish a system of Member identification, communicate the requirements of the Provider Manual to Participating Providers, and identify Participating Providers to Members. Plan shall be responsible for providing applicable notification to Members upon notification of termination of Provider. Plan shall notify Provider on an ongoing basis the specific health care services which are Covered Services and for which Provider will be responsible, including, without limitation, any restrictions or conditions on the health care services. **NRS 687B.680; NRS 687B.730; 687B.790; 687B.820**
- 3.3. Records. Plan shall maintain and furnish such records and documents as may be required by Applicable Law, and shall create, maintain, and transmit such records and documents in accordance with generally accepted industry standards and the requirements of Applicable Laws. Plan 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, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Provider receives a demand for the disclosure of any information related to the Agreement which Plan has claimed to be confidential and proprietary, Provider will immediately notify Plan of such demand and Plan shall immediately notify Provider of its intention to seek injunctive relief in a Nevada court for protective order. Plan shall indemnify, defend and hold harmless Provider from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Plan documents in Provider's custody and control in which Health Plan claims to be confidential and proprietary.
- 3.4. Licensure. Plan shall maintain such licenses as are necessary for the performance of its obligations hereunder.
- 3.5. Quality Improvement Program. Plan shall maintain a Quality Improvement Program for the purpose of evaluating, monitoring and improving the quality of care and services provided to Members in compliance with Applicable Law and the standards of applicable Accreditation Organizations. Plan will make available to Provider in the Provider Manual information regarding the functioning and operation of the quality improvement program that applies to the Agreement. **NRS 695G.180; NAC 695C.400**

- 3.6. Utilization Management Program. Plan, in consultation with Provider and other Participating Providers, shall be responsible for conducting utilization review and management, consistent with Applicable Law and the standards of applicable Accreditation Organizations by (i) providing prior authorization for Referral Services and hospital admissions when services are Medically Necessary; (ii) providing concurrent utilization review for Hospital Services; and (iii) providing retrospective utilization review for Emergency Services and Urgently Needed Services.
- 3.7. Credentialing. Plan or its designee shall conduct credentialing of physicians and other licensed health care professionals according to the standards of Accreditation Organizations and Applicable Law for the purpose of developing and maintaining a quality provider network.
- 3.8. Limitations. Plan makes no representations or guarantees concerning the number of Members it can or will assign to Provider under this Agreement. Plan shall not be obligated to include Provider in all Participating Provider directories or in all Programs or to utilize or market Provider for all services available from Provider.
- 3.9. Continuation of Care. In the event this Agreement is terminated due to Plan's insolvency, Plan shall provide for continuation of Covered Services to Members for the duration of the period for which payment has been made by DHHS to Plan, as well as for inpatient admissions until discharge. Plan shall comply with its obligations under Applicable Law to ensure continuity of care for its Members. Plan shall provide written notice to Provider as soon as practicable in the event: (a) that a court determined Payor, Plan, or any applicable intermediary to be insolvent; or (b) of any other cessation of operations of Payor, Plan, or any applicable intermediary. **NRS 687B.720**
- 3.10. Non-Discrimination. Plan shall not discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation, gender identity or expression or any other class protected by law or regulation.
- 3.11. Publicity. Plan shall not cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other Party or its facilities with respect to the Agreement without the prior written consent of Provider.

#### **ARTICLE IV. COMPENSATION**

- 4.1. Payment for Covered Services. Plan shall reimburse Provider at the rates set forth in Exhibit E for Covered Services provided to Members.
- 4.2. Fee-Schedule. Upon request at execution of the Agreement, and thereafter within seven (7) days after receipt of Provider's request, Plan shall provide the schedule of payments applicable to Provider under the Agreement, including any changes to the fee schedule applicable to Provider's practice. **NRS 689B.015(4), 695C.125(3), 695G.430(3)**
- 4.3. Claims Submission and Payment.
  - 4.3.1. Submission of Claims. Provider shall submit all claims for reimbursement under this Agreement to Plan no later than one hundred eighty (180) days from the date services are provided to the Member, or, if the Plan is not the primary payor, no later than three

hundred sixty five (365) days from the date of payment, contest, denial or notice from the primary payor. In the event Provider does not submit a claim for services provided to Member within three hundred sixty-five (365) days, unless the Provider submits a provider dispute pursuant to Section 6.5.1 of this Agreement demonstrating good cause for the delay, it is agreed that Plan will no longer be responsible for payment of such claim and such claim will be considered satisfied in full.

- 4.3.2. Payment of Claims. Plan shall pay all uncontested claims submitted by Provider no later than thirty (30) days after receipt of Complete Claims from Provider or such earlier time as required by Law. Plan will notify Provider of incomplete or denied claims within thirty (30) days of submission of the claim, or as otherwise required by Applicable Law, and will identify the portion of the claim that is contested, state the specific reasons the claim is contested, specify any additional information required for Plan to process and pay the claim and such other information as is required by Applicable Law. **NRS 695C.185; 695C.187**
- 4.3.3. Denied or Disputed Claims. In the event of the denial of a claim for payment for Covered Services timely submitted by Provider or any dispute arising between the parties concerning a claim submitted for payment, Provider may challenge the denial or dispute the claim or payment by submitting a written appeal to Plan within no later than three hundred sixty five (365) days from the date of notification of the denied claim or the date of acceptance of payment of the claim, as appropriate. Any such appeal of a denied claim or dispute of a claim or payment shall be reviewed and resolved in accordance with the procedure and within the time period established therefore under Plan's Provider Dispute Resolution Procedure as provided in Section 6.5.1 of this Agreement. Provider acknowledges and agrees that Provider's failure to submit a written appeal of a denied claim or disputed claim or payment to Plan within such three hundred sixty five (365) daytime period specified above shall bar such challenge or appeal and Provider shall be deemed to have accepted Plan's denial of payment of the claim or to have accepted Plan's payment of the claim as payment in full for Covered Services, as applicable.
- 4.3.4. Interest. Plan shall pay interest in accordance with Applicable Law.
- 4.4. Copayments. Provider shall collect applicable Copayments from Members upon providing Covered Services to Members for those services which require a Copayment as specified in the Services Agreement.
- 4.5. No Billing of Members. With the exception of Copayments and charges for non-Covered Services delivered on a fee-for-service basis to Members, Provider agrees that in no event, including, but not limited to, non-payment by Plan, insolvency of Plan or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek payment, surcharges, compensation or reimbursement from, or have any recourse against, any Member for Covered Services provided pursuant to this Agreement. Provider shall not maintain any action at law or in equity against a Member to collect sums owed by Plan to Provider. Upon notice of any such surcharge, Plan may terminate this Agreement as provided in Section 5.2.2 of this Agreement and take all other appropriate action consistent with the terms of this Agreement to eliminate such charges, including, but not limited to, requiring Provider to return all sums collected by Provider as surcharges from Members or their representatives. Provider's obligations under this Section 4.4 shall survive the termination of this Agreement with respect to Covered Services provided during the term of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member. **NAC 695C.190(2); NRS 687B.690**

- 4.6. Hold DHHS Harmless. Provider shall hold harmless the State of Nevada and DHHS in the event that Plan cannot or will not pay for Provider Services provided by Provider to Members of the Medicaid Program pursuant to this Agreement.
- 4.7. Coordination of Benefits. Provider shall cooperate with and support, as mutually agreed upon by the parties, Plan's coordination of benefits rights.
  - 4.7.1. Plan is Primary. If a Member possesses health benefits coverage through another policy which is secondary to Plan under applicable coordination of benefits rules, including the Medicare secondary payor program, Provider shall accept payment from Plan for Covered Services as provided herein as full payment for such Covered Services, except for applicable Copayments. Members shall have no obligation for any other fees, regardless of whether secondary insurance is available.
  - 4.7.2. Plan is Secondary. If a Member possesses health benefits coverage through another policy which is primary to Plan under applicable coordination of benefits rules, including the Medicare secondary payor program, or if Member is entitled to payment under a workers' compensation policy or automobile insurance policy, Provider may pursue payment from the primary payor or workers' compensation carrier consistent with Applicable Law and regulation and Provider's contract, if any, with the primary payor. In such event, Plan shall pay the lesser of (i) the amount of out-of-pocket expenses (i.e., Copayments, coinsurance, and deductibles) that Member would incur in the absence of Plan's secondary coverage, or (ii) the rates set forth in this Agreement.
- 4.8. Recoupment Rights. Except as may otherwise be specifically provided in this Agreement, Plan shall have the right to request in writing amounts owed by Provider to Plan against amounts owed by Plan to Provider within 365 days from date of payment. Provider shall have 45 days to notify Plan that it disputes amounts owed by Provider to Plan. Any amounts determined to be due and owing and not disputed within such 45 days period shall be paid. This right to recoup shall include, without limitation, Plan's right to recoup the following amounts owed to Plan by Provider: (i) amounts owed by Provider due to overpayments or payments made in error by Plan; (ii) amounts owed by Provider due to receipt of payments made by Members to Provider for Covered Services, excluding Copayments, co-insurance and deductibles; (iii) amounts owed by Provider as a result of the outcome of the Plan Member Grievance and Appeals Procedure and (iv) amounts owed by Provider in connection with any other prior or existing agreement between Provider and Plan. As a material condition to Plan's obligations under this Agreement, Provider agrees that all recoupment and any offset rights pursuant to this Agreement shall be deemed to be and to constitute rights of recoupment authorized under Applicable Law or in equity to the maximum extent possible under law or in equity and that such rights shall not be subject to any requirement of prior or other approval from any court or other governmental authority that may now or hereafter have jurisdiction over Provider.
- 4.9. Adjustments to Payments. Only those charges for Covered Services billed in accordance with the Plan's claims coding standards will be payable. If Plan determines that services rendered are inappropriate or not Medically Necessary, coding practices do not comply with Plan standards, payment is not in accordance with the terms of this Agreement or services were provided to a patient who was not an eligible Member as of the date of service, except as may be limited by Applicable Law, including, but not limited to Section 1367.045 of the Health & Safety Code, Plan may deny, reduce, or otherwise adjust payment to Provider within 365 days. The Plan may also adjust payment rates as specified in Exhibit E for the following reasons:

- 4.9.1. Adjustments to Fee Schedules. In the event a government program (including, without limitation, the Medi-Cal Program, as defined in Exhibit B) revises a payment rate or a procedure or revenue code under a Plan Arrangement fee schedule pursuant to which payments are determined under this Agreement, Plan shall, in order to ensure payment according to the current fee schedule, adopt such adjustments in the same manner and on the same effective date as adopted by the government program.
- 4.9.2. Audit and Recovery. Plan, or the Plan's third party designee, shall have the right to conduct periodic audits of all records maintained by the Provider with respect to all payments received by Provider from Plan for Covered Services rendered to Members during the term of this Agreement. If an audit shows that the Plan has overpaid any claim or if Plan identifies an overpayment through any other process, Plan will send a written request for the reimbursement of the overpayment within one year (365 days) of the date of the claim overpayment as required by Applicable Law, unless the overpayment was caused in whole or in part by Provider's fraud or misrepresentation, in which case Plan shall not be limited to 365 days. If Provider does not contest the Plan's request for reimbursement of the overpayment within thirty (30) days in writing or reimburse the Plan, the Plan may offset or recoup the amounts overpaid against amounts due and owing from Plan to Provider. If Provider contests a request for reimbursement, then Provider shall send a written notice to Plan stating the basis for which the claim was not overpaid and the matter shall be resolved in accordance with the Plan's provider dispute resolution process in Section 6.5 of this Agreement and the Provider Manual. This provision shall survive the termination of this Agreement.
- 4.10. No Charge for Non-Covered Services. Provider shall not charge a Member for a service which is not a Covered Service unless, in advance of the provision of such service, the Member has been notified by Provider that the particular service will not be covered and Provider obtains a written statement from the and signed by the Member or the person responsible for paying for services rendered that he or she shall be responsible for payment of charges for such service.
- 4.11. Payments Following Termination of this Agreement. Following termination of this Agreement and during the continuing care period described in Section 5.10 hereto, Plan shall compensate Provider at the applicable payment rates for Covered Services provided to Members until such Members are assigned to other Plan Participating Providers.
- 4.12. No Inducement to Deny Covered Services. Provider acknowledges and agrees that this Agreement does not contain any financial incentive or make any payment that acts directly or indirectly as an inducement to limit Medically Necessary health care services. Nothing in this section prohibits an arrangement for payment that uses capitation or other financial incentives, if the arrangement is designed to provide an incentive to Provider to use health care services effectively and consistently in the best interest of the health care of the Member. **NRS 695G.420**

## **ARTICLE V.**

### **TERM AND TERMINATION**

- 5.1. Term. This Agreement shall be for a term of one (1) year commencing on the Effective Date and ending on January 31, 2026. Thereafter the term of this Agreement shall renew upon mutual written agreement for two (2) additional terms of one (1) year, unless terminated in accordance with ARTICLE V or unless non-renewed as of the anniversary date of the Effective Date by either party with at least ninety days (90) days prior written notice to the other Party. **NAC 695C.190(3)**

- 5.2. Termination with Notice. Either Party may initiate the termination of this Agreement by providing 90 days written notice to the other Party.
- 5.3. With Cause Termination of Agreement. Either Plan or Provider may terminate this Agreement for cause as set forth below, subject to the notice requirement and cure period set forth below.
  - 5.3.1. Cause for Termination of Agreement by Provider. The following shall constitute cause for termination of this Agreement by Provider:
    - 5.3.1.1. Non-Payment. Material failure by Plan to make any payments due Provider hereunder within forty-five (45) days of any such payment's due date and Plan's failure to cure such failure to make such payments due to Provider within the cure period provided at Section 5.3.2, below.
    - 5.3.1.2. Breach of Material Term and Failure to Cure. Plan's material breach of any material term, covenant, or condition and subsequent failure to cure such breach as provided in Section 5.3.2, below.
  - 5.3.2. Cause for Termination of Agreement by Plan. The following shall constitute cause for termination of this Agreement by Plan:
    - 5.3.2.1. Breach of Material Term and Failure to Cure. Provider's material breach of any material term, covenant, or condition and subsequent failure to cure such breach as provided in Section 5.3.3, below.
    - 5.3.2.2. Insolvency. Provider becomes insolvent, as reasonably determined by Plan.
    - 5.3.2.3. Failure to Comply with Standards. Provider fails to provide Covered Services in accordance with the standards set forth in this Agreement and Plan's QI Program and UM Program. Plan reserves the right to cease referrals of any or all Members in the event the health or safety of Members is endangered by the actions of Provider, or as a result of continuation of this Agreement.
  - 5.3.3. Notice of Termination, Cure Period and Effective Date of Termination. The Party asserting cause for termination of this Agreement (the "Terminating Party") shall provide written notice of termination to the other party specifying the breach or deficiency with sufficient information to allow the receiving party to identify the actions necessary to cure such breach. The party receiving the written notice of termination shall have thirty (30) days from the receipt of such notice to cure the breach or deficiency to the satisfaction of the terminating party (the "Cure Period"). If such party fails to cure the breach or deficiency to the reasonable satisfaction of the Terminating Party within the Cure Period or if the breach or deficiency is not curable, the Terminating Party shall have the right to provide written notice of failure to cure the breach or deficiency to the other Party following expiration of the Cure Period. The Agreement shall terminate thirty (30) days following receipt of the written notice of failure to cure or at such later date as may be specified in such notice. During the Cure Period and the period following the Cure Period, Plan may begin transferring Members to other Participating Providers. Notwithstanding the above, in the event Plan provides notice of termination as the result of a breach by Provider and the Plan reasonably determines the health and safety of Members is endangered by the actions of Provider, Plan shall have the right to terminate the Agreement immediately. NAC § 689B.160



- 5.4. Automatic Termination Upon Revocation of License or Certificate. This Agreement shall automatically terminate upon the revocation, suspension or restriction of any license, certificate or other authority required to be maintained by Provider or Plan in order to perform the services required under this Agreement or upon the Provider's or Plan's failure to obtain such license, certificate or authority. In addition, this Agreement shall automatically be terminated if: (i) Provider is excluded from participation in the Medicare program or is subjected to sanctions imposed by the Medicare program or the Medicaid program; (ii) Provider's professional liability insurance or any other Provider insurance required under this Agreement is cancelled, non-renewed, or is no longer in effect and no replacement insurance coverage is immediately put into place; (iii) Provider fails to comply with Section 2.3 of this Agreement; or (iv) Provider dies or becomes incapacitated (as reasonably determined by Plan).
- 5.5. Termination of Services Agreement. If any Services Agreement terminates, this Agreement shall automatically terminate with respect to Members covered under the Services Agreement on the date the Services Agreement and any continuing care obligations under the Services Agreement terminate.
- 5.6. Termination Without Cause. Either Party may terminate this Agreement without cause at any time by giving the other Party at least one hundred twenty (120) days prior written notice.
- 5.7. Termination if No Agreement on Provider Manual Modifications or Material Changes to Agreement. This Agreement may be terminated pursuant to the terms specified in Sections 6.9.2 and 6.9.3.
- 5.8. Transfer of Medical Records. Following termination of this Agreement, at Plan's request, Provider shall copy all requested Member medical records in the possession of Provider and forward such copies to another provider of Covered Services designated by Plan, provided such copying and forwarding is not otherwise objected to by such Members. The cost of copying the Members' medical records shall be borne by Provider. Provider shall maintain the confidentiality of such Member medical records at all times.
- 5.9. Repayment Upon Termination. Within one hundred eighty (180) calendar days of the effective date of termination of this Agreement, an accounting shall be made by Plan of the monies due and owing either Party and payment shall be forthcoming by the appropriate Party to settle such balance within thirty (30) days of such accounting.
- 5.10. Termination Not an Exclusive Remedy. Any termination by either Party pursuant to this Article V is not meant as an exclusive remedy and such Terminating Party may seek whatever action in law or equity as may be necessary to enforce its rights under this Agreement. Notwithstanding the foregoing, the parties agree to waive any and all rights they may have to assert claims for or recover exemplary or punitive damages against the other Party.
- 5.11. Continuing Care Obligations of Provider. If this Agreement is terminated for any reason, Provider shall continue to provide Covered Services, including Specialist Physician Services, to Members, including any Members who become eligible during the termination notice period, in accordance with the terms of this Agreement beginning on the effective date of termination and continuing until the first to occur of (i) a period of one hundred and twenty (120) days following termination of this Agreement or such longer period required for any Member as required by Applicable Law, or (ii) the date Plan provides written notice to Provider that it has made arrangements for all Members to receive services from another Participating Provider of Specialist Physician Services. In addition, Provider will continue to provide Covered Services,

including Specialist Physician Services, to any Members who cannot be transferred within the time period specified above for Members who are hospitalized upon the expiration of the continuing care period, for Members who are entitled to continuing care as the result of their condition pursuant to Applicable Law, and otherwise in accordance with Plan's legal and contractual obligations to ensure continuity of care for its Members. Plan shall remain liable for Covered Services provided by Provider to Members under this Section. **NRS §§ 689B.0303, 695C.1691, 695G.164**

- 5.12. Fair Hearing. Notwithstanding the time periods for termination set forth in Sections 5.2 through 5.5 of this Agreement, in all cases in which Plan terminates this Agreement and Provider is entitled to a fair hearing under Plan's applicable notification and hearing procedures set forth in the Provider Manual, the termination will be final thirty (30) days from notice of the right to request a hearing, unless Provider requests a hearing within such thirty (30) day period. If such a hearing is requested, this Agreement will continue in effect until a decision is rendered; provided, however, upon the request of Plan, Provider shall not thereafter provide Covered Services to Members until a decision is rendered..

## **ARTICLE VI.**

### **GENERAL PROVISIONS**

- 6.1. Independent Contractor Relationship. The relationship between Plan and Provider is an independent contractor relationship. Neither Provider nor its employees or agents are employees or agents of Plan. Neither Plan nor its employees or agents are partners, employees or agents of Provider.
- 6.2. Indemnification. Plan agrees to indemnify, defend and hold harmless Provider from and against all claims, liabilities, and expenses, including reasonable attorneys' fees and costs arising out of the Agreement which may result from acts, omissions, or breach of the Agreement by Plan, its employees, contractors or agents. Each Party agrees to give the other Party prompt written notice of any claim made against the Party. This section will survive the termination of this Agreement as it relates to those claims that arose prior to the date of the date of termination.
- 6.3. Member Grievances. Plan shall be responsible for resolving Member claims for benefits under the Programs and all other claims against Plan. Provider will immediately refer Members to contact Plan or deliver any written complaint to Plan for handling pursuant to Plan's Member Grievance Procedures. Provider shall comply with all final determinations made by Plan through the Member Grievance Procedures. **NAC 695C.230**
- 6.4. Disputes Between Provider and Member. Any controversies or claims between Provider and a Member arising out of the performance of this Agreement by Provider, other than claims for benefits under the Program, are not governed by this Agreement. Provider and the Member may seek any appropriate legal action to resolve such controversy or claim deemed necessary. Provider will provide written notice to Plan of any dispute between Provider and Member.
- 6.5. Dispute Resolution Between Plan and Provider.
  - 6.5.1. Provider Dispute Resolution Procedure. Plan has established a Provider Dispute Resolution Procedure, set forth in the Provider Manual, to provide a mechanism by which Plan's Participating Providers, including Provider, may submit to Plan certain disputes, complaints or appeals arising out of the performance of this Agreement or relating to decisions made by Plan under this Agreement for resolution on an informal basis. Provider may submit a dispute, complaint or appeal for resolution under the Dispute

Resolution Procedure, as set forth in the Provider Manual, by calling Plan's Provider Services Department at (424) 777-2191 or writing a letter addressed to: Plan, Provider Services Department, Complaint and Appeals Unit, 19700 Fairchild Rd., Suite 230 Irvine, California 92612. Plan will inform Provider of changes to the Provider Dispute Resolution Procedure set forth herein. Any provider dispute which is not resolved informally through Plan's Provider Dispute Resolution Procedure may be submitted for arbitration as provided in Section 6.5.2 below. **NRS 687B.370**

- 6.5.2. Arbitration. Any controversy, dispute or claim of whatever nature and irrespective of the facts or circumstances or the legal theories advanced, in which the amount in controversy exceeds the jurisdiction of Small Claims Court and which was not resolved in the Dispute Resolution procedure set forth in Paragraph 6.5.1, shall be resolved by binding arbitration at the request of either Party. The arbitration shall be administered by JAMS and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Such arbitration shall occur in Clark County, Nevada. The arbitrator shall apply Nevada substantive law and federal substantive law where state law is preempted. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based. Nothing herein shall prohibit a Party from seeking equitable relief in a court of law to while an arbitration is pending hereunder.
- 6.5.2.1. Costs and Fees. The parties shall divide equally the cost of the arbitration, including but not limited to the arbitrator's fee and any related administrative fees and charges. The prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in bringing such action or proceeding.
- 6.5.2.2. Waiver. Each Party knowingly acknowledges and agrees that the foregoing constitutes a waiver of their constitutional right to a jury trial.
- 6.5.2.3. Confidentiality. The arbitration and any information obtained in connection with this Agreement or through discovery shall be confidential, and neither the Parties nor the arbitrator may disclose such information to third parties without the written consent of the Parties, except that the Parties may disclose such information as necessary to seek confirmation of the arbitration award, to enforce any judgment entered on account of the award or as otherwise is required by law; however, the Parties may make such disclosure as is necessary to their respective auditors, accountants, attorneys and insurers.
- 6.5.2.4. Discovery. Civil discovery may be taken in such arbitration as provided by JAMS Rules. The arbitrator selected shall have the power to control the timing, scope and manner of the taking of discovery and shall further have the same powers to enforce the parties' respective duties concerning discovery as would a Superior Court of Nevada including, but not limited to, the imposition of sanctions.
- 6.6. Notice. All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail or U.S. Postal Service Express Mail, or by Federal Express or other overnight courier that guarantees next day delivery. The addresses specified on the signature page shall be the addresses for delivery or mailing of notice. The parties may change the names and addresses, noted above through written notice in compliance with this Section. Notices shall be effective upon receipt. The parties may further

agree to provide notice through email with an appropriate acknowledgement by each. Plan shall send a copy to Providers Legal Department – Attn. Contracts

- 6.7. Assignment. Neither this Agreement nor any portion of this Agreement shall be assigned, transferred or pledged in any way by either Party and shall not be subject to execution, attachment or similar process without the prior written consent of other Party. A change of ownership through the sale of either Parties stock or assets shall be deemed an assignment by said Party requiring written consent pursuant to this Section.
- 6.8. Third Parties. Intentionally omitted.
- 6.9. Amendments. Except as provided herein, no amendments or modifications to this Agreement shall be valid unless made in writing and signed by both Provider and Plan, and unless any required regulatory approvals are obtained.
  - 6.9.1. Legally Required Modifications. The Plan may amend this Agreement at any time in order to comply with Applicable Law or any requirements of a private sector Accreditation Organization, as reasonably interpreted by the Plan. Plan shall notify Provider of such legally required modification. Such amendment shall be effective upon written notice to Provider and shall not require the written consent of Provider.
  - 6.9.2. Provider Manual Modifications. If Plan materially amends a manual, policy or procedure document referenced in the Agreement (“Provider Manual Modification”), Plan will provide at least forty five (45) days’ notice to Provider, and Provider will have the right to negotiate and agree to the change. If the parties cannot agree to the Provider Manual Modification, Provider will have the right to terminate the Agreement prior to the implementation of the Provider Manual Modification. **NRS 689B.015(3), 695C.125(2), 695G.430(2)**
  - 6.9.3. Material Changes to Agreement. For Providers compensated on a fee-for-service basis, Plan may amend a material term to the Agreement by providing a minimum of ninety (90) days’ notice of its intent to change a material term of the Agreement (“Material Change Notice”). Provider shall have the right to negotiate and agree to the change within thirty (30) days of Provider’s receipt of the Material Change Notice (“Right to Negotiate”) by providing written notice of such intent within the thirty (30) day period. Provider shall have the right to terminate the Agreement effective ninety (90) days following the receipt of the Material Change Notice if Provider does not exercise Provider’s Right to Negotiate or no agreement is reached during the ninety (90) day period and if Provider provides notice of its intent to terminate prior to the expiration of the ninety (90) day period. The material change shall become effective ninety (90) days following the Material Change Notice if Provider does not exercise its Right to Negotiate or does not provide timely notice of its intent to terminate as described above. The parties may agree to the material change at any time during the ninety (90) business day period by mutual written agreement. **NRS 687B.830(3)(4)**
  - 6.9.4. Non-Material Amendments to Agreement. The Plan may notify Provider of amendments to non-material terms of this Agreement. Such amendments shall be effective upon written notice to Provider and shall not require the written consent of Provider.
  - 6.9.5. Program Benefit Changes. Program benefit changes shall be effective upon implementation, following receipt of any required regulatory approvals.

6.10. Confidential and Proprietary Information.

- 6.10.1. Information Confidential and Proprietary to Plan. Provider shall maintain confidential all information designated in this Section. The information which Provider shall maintain confidential (the “Confidential Information”) consists of: (i) any information containing the names, addresses and telephone numbers of Members which has been compiled by Plan; (ii) the financial arrangements between Plan and any of Plan’s Participating Providers, including Provider; and (iii) any other information compiled or created by Plan which is proprietary to Plan and which Plan identifies in writing to Provider.
- 6.10.2. Non-Disclosure of Confidential Information. Provider shall not disclose or use the Confidential Information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement. Provider may use the Confidential Information to the extent necessary to perform its duties under this Agreement or upon express prior written permission of Plan. Upon the effective date of termination of this Agreement, Provider shall provide and return to Plan the Confidential Information in their possession in the manner specified by Plan. **NRS 687B.694(5)**
- 6.10.3. Plan Names, Logos and Service Marks. Provider shall obtain the written consent of Plan prior to using Plan’s name, product names, logos and service marks in any of Provider’s promotional, marketing or advertising materials or for any other reason.
- 6.11. Solicitation of Plan Members. Provider shall not engage in solicitation of Members without Plan’s prior written consent. Solicitation shall mean conduct by an officer, agent, employee or contractor of Provider or their respective assignees or successors during the term of this Agreement, and during the twelve (12) months immediately following the effective date of termination of this Agreement which may be reasonably interpreted as designed to persuade Members to disenroll from the Program or discontinue their relationship with Plan. Provider agrees that Plan shall, in addition to any other remedies provided for under this Agreement, have the right to seek a judicial temporary restraining order, preliminary injunction, or other equitable relief against Provider to enforce its rights under this Section in a manner consistent with and to the extent permitted by Applicable law. Nothing herein shall interfere with a physician’s right to communicate with a patient under Applicable Law.
- 6.12. No Restrictions on Discussing a Member’s Health Care. Nothing in this Agreement shall be interpreted to discourage or prohibit Provider or its Provider Professionals from discussing a Member’s health care including, without limitation or regardless of benefit coverage limitations, communications regarding treatment options, alternative health plans or other coverage arrangements, unless such communications are for the primary purpose of securing financial gain. **NRS 695G.400. 6**
- 6.13. No Retaliation. Neither Payor nor Plan shall terminate the Agreement, demote, refuse to contract with, or refuse to compensate Provider solely because Provider, in good faith: (a) advocates in private or in public on behalf of a Member; (b) assists a Member in seeking reconsideration of a decision to deny coverage for a health care service; or (c) reports a violation of law to an appropriate authority. **NRS 695G.410**
- 6.14. Invalidity of Sections of Agreement. The unenforceability or invalidity of any paragraph or subparagraph of any section or subsection of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.

- 6.15. Survival. The following provisions of this Agreement shall survive the termination of this Agreement: Sections 2.7, 2.8, 2.11, 2.13, 3.10, Article IV, Sections 5.7, 5.8, 5.10, 6.2, 6.5, 6.10, 6.11, 6.12 and any other section where survival of termination is required by Law.
- 6.16. Waiver of Breach. The waiver by either Party to this Agreement of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation thereof.
- 6.17. Entire Agreement. This Agreement, including all exhibits, attachments, addenda, and amendments hereto and the Provider Manual contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.
- 6.18. Incorporation of Exhibits and Attachments. The schedules, exhibits, addenda, and attachments to this Agreement and the Provider Manual are integral parts of this Agreement and are incorporated in full herein by this reference.
- 6.19. Authority to Bind. Each signatory of this Agreement represents and warrants individually on behalf of himself or herself, and the Party on whose behalf he or she executes this Agreement, that he or she is duly authorized to execute this Agreement.

## **ARTICLE VII.**

### **GOVERNING LAW AND REGULATORY REQUIREMENTS**

- 7.3. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Nevada, County of Clark, except where preempted by federal law.
- 7.4. Americans with Disabilities Act of 1990. Provider's facilities shall comply with the requirements of Title III of the Americans with Disabilities Act of 1990, and shall ensure access for the disabled which includes, but is not limited to ramps, elevators, restrooms, designated parking spaces, and drinking water provision.
- 7.5. Civil Rights Act of 1964. Provider will comply with Title VI of the Civil Rights Act of 1964 and any implementing regulations that prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
- 7.6. Language Assistance. Provider agrees to comply with the Plan's Language Assistance Program as detailed in the Provider Manual for Programs in which the Language Assistance Program is required by Applicable Law.
- 7.7. Certification. As required by Title 31 U.S.C. Section 1352, if payments under this Agreement are \$100,000 or more, Provider certifies to the best of Provider's knowledge and belief that no Federally appropriated funds have been paid or will be paid, by or on behalf of Provider, to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making, awarding or entering into of this Agreement, and the extension, continuations, renewal, amendment, or modification of this Agreement. If payments under this Agreement are \$100,000 or more, Provider shall submit to

Plan the “Certification Regarding Lobbying” set forth in the Provider Manual. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Provider shall complete and submit to Plan standard form LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions. Provider shall file such disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Provider. Provider shall require that the language of this certification be included in all subcontracts at all tiers which exceed \$100,000 and that all subcontractors shall certify and disclose accordingly. All such disclosure forms of subcontractors shall be forwarded to Plan.

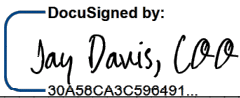
- 7.8. Antifraud Plan. Provider agrees to comply with Plan’s antifraud plan, as detailed in the Provider Manual. Provider will immediately notify Plan of (i) investigations of Provider or Provider’s employees in which there are allegations relating to fraud, waste or abuse, and (ii) suspected cases where there is reason to believe that an incident of fraud, waste or abuse has occurred.
- 7.9. No Inducement for Referrals. The Parties acknowledge and agree that: (1) they intend to comply with the safe harbor requirements set forth in 42 C.F.R. §1001.952(t); (2) in establishing the terms of the Agreement, including the exhibits, addenda and attachments hereto, neither Party gave or received remuneration in return for or to induce the provision or acceptance of business (other than business covered by the Agreement) for which payment may be made in whole or in part by a federal health care program on a fee-for-service or cost basis; and (3) neither Party will shift the financial burden of the Agreement to the extent that increased payments are claimed from a federal health care program. Plan represents and agrees that it is an eligible managed care organization, as defined in 42 C.F.R. §1001.952(t). Provider represents and agrees that (a) Provider is a first tier contractor under the Agreement, defined as an individual or entity that has a direct contract with Plan, as the managed care organization, to provide or arrange for items or services; and (b) Provider cannot and will not claim payment in any form, directly or indirectly, from a federal health care program for items or services covered under the Agreement for Members enrolled in the Plan, except as provided in 42 C.F.R. §1001.952(t).
- 7.10. Compliance with Law. Provider and any subcontractor to Provider shall comply with the Program Requirements set forth in the exhibits hereto. Any provisions required to be included in the Agreement by Applicable Law, as applicable, including, but not limited to the Nevada Revised Statutes Chapter 687B and the Nevada Administrative Code Chapter 695C, and the regulations promulgated thereunder, shall be binding upon and enforceable against the parties to the Agreement and shall be deemed incorporated herein whether or not expressly set forth in the Agreement, including the exhibits hereto.

*Signature Page Follows*

IN WITNESS WHEREOF, the Parties agree to the foregoing terms of agreement through the execution below by their respective, duly-authorized representatives as of the Commencement Date.

PLAN

**Champion Health Plan of Nevada, Inc.**

By:    
 30A58CA3C596491...

Name: Jay B. Davis

Title: Executive Vice President and COO

Date: 2/6/2025

PROVIDER

**University Medical Center of Southern Nevada**

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

Name: Mason Van Houweling

Title: Chief Executive Officer

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

Provider Address and Facsimile Number for Notices:

19700 Fairchild Rd., Suite 230

Irvine, California 92612

Fax: (424) 389-7659

Provider Address and Facsimile Number for Notices:

Street: 1800 W. Charleston Boulevard

City, State ZIP: Las Vegas, NV 89102

Facsimile Number: \_\_\_\_\_



**EXHIBIT A**

**SCHEDULE OF PLAN ARRANGEMENTS**

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

**EXHIBIT B**  
**MEDICAID PROGRAM**

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

**EXHIBIT C**  
**MEDICARE PROGRAM**

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

**EXHIBIT D**

**COMMERCIAL HMO PROGRAM**

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

## **EXHIBIT E**

### **FEE-FOR-SERVICE COMPENSATION**

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

**EXHIBIT F**

**MEDICARE ADVANTAGE CONTRACT AMENDMENT**

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

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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: Zero (all employed in California)</b>						
<b>Corporate/Business Entity Name:</b> Champion Health Plan of Nevada, Inc.						
<b>(Include d.b.a., if applicable)</b> Champion Health Plan						
<b>Street Address:</b>		5000 Airport Plaza Drive, Suite 100		<b>Website:</b> www.championhealthplans-usa.com		
<b>City, State and Zip Code:</b>		Long Beach, CA 90815		<b>POC Name:</b> Fred Ford <b>Email:</b> fford@championpayer.com		
<b>Telephone No:</b>		(209) 815-8575		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>		N/A		<b>Website:</b> N/A (use website above)		
<b>City, State and Zip Code:</b>		N/A		<b>Local Fax No:</b>		
<b>Local Telephone No:</b>		Same as above		<b>Local POC Name:</b> <b>Email:</b>		

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

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

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

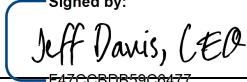
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Jerome Tannenbaum, MD	Chairman, Champion Health Plan	24%
Jeff and Jay Davis	CEO and COO, Champion Health Plan	24%
Mike Wong, MD	Chief Strategy Officer	9%

**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.

Signed by:	Jeff Davis
	
Signature	Print Name
Chief Executive Officer	02/10/2025
Title	Date



## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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**For UMC Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b>	<b>Funding for Agreement for Contingent Permanent Placement with Optimum Healthcare Solutions, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the increase of funding for the Agreement for Contingent Permanent Placement with Optimum Healthcare Solutions, LLC; or take action as deemed appropriate. <i>(For possible action)</i></b>		

## FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000714200	Funded Pgm/Grant: N/A
Description: Permanent Placement Services for Radiologists	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 2/28/24 – 2/27/26	
Amount: The total Contract was NTE \$550,000. The additional funding increase of \$1,050,000 will bring the total Contract amount to \$1,600,000	
Out Clause: Upon notice w/o cause	

## BACKGROUND:

On February 28, 2024, the Governing Board approved the Agreement with Optimum Healthcare Solutions, LLC in the amount of \$550,000 for permanent placement staffing services. Optimum's placement fee is 16% of a candidate's first year salary for every candidate referred that becomes employed. The Agreement includes a guarantee of 90 days of employment or UMC receives a refund of the placement fee or credit towards a replacement candidate.

This approval will provide for a funding increase in the amount of \$1,050,000 due to the hiring of additional radiology permanent placement physicians.

UMC's Executive Director of Support Services has reviewed and recommends approval of this funding increase. This request was reviewed as to form by UMC's Office of General Counsel.

Cleared for Agenda  
February 19, 2025

Agenda Item #

**7**



## CONTINGENT PERMANENT PLACEMENT AGREEMENT

This Contingent Permanent Placement Agreement ("Agreement") is made and entered into by and between **Optimum Healthcare Solutions, LLC** ("Optimum"), located at 22 Roulston Road, Windham, New Hampshire 03087, and **University Medical Center of Southern Nevada** ("Client" or "UMC"), located at **1800 W. Charleston Blvd, Las Vegas, NV 89102** as of the last date signed below (the "Effective Date").

- 1. Optimum Responsibilities:** Optimum shall extend its best efforts to identify and recruit qualified physicians and/or advanced practitioners (each a "Candidate") for employment by Client who satisfies the criteria as established by Client. This includes screening, interviewing and presenting those Candidates that are interested in the Client's position as well as assisting with the planning, coordination and follow up of all Candidate site visits.
- 2. Client Responsibilities:** Client shall provide Optimum with recruitment specifications and general contract terms. Client shall notify Optimum in writing within ten (10) business days of initial presentation of Candidate by Optimum if Candidate is already known to Client, otherwise Candidate shall be conclusively presumed to have been introduced by Optimum. Client shall assume financial responsibility for the travel and recruitment expenses for all Candidate visits (with prior written approval by Client and with compliance with Client's travel policy). Client shall provide timely feedback to Optimum regarding Candidate on-site visits and the status of contract negotiations. Employment negotiations will be between Client and Candidate and all offers of employment will be tendered to Candidate directly. Client is responsible for reference checks, employment verifications, license verifications, reviewing credentials, and any other employment related verifications and documentation required by Client to employ Candidate.
- 3. Fee:** In consideration of such recruitment efforts, Client shall pay to Optimum a placement fee of 16% of each Candidates first years annual salary ("Placement Fee") for every Candidate referred by Optimum that becomes employed by or independently contracted with Client or any other facility for which Client is recruiting excepting Excluded Candidates. One hundred percent of the Placement Fee is due net thirty receipt of invoice issued by Optimum following the first date of Candidate's employment. Client shall send Optimum a copy of the Candidate's offer letter confirming the Candidate's start date and Candidate's first year's annual salary. Additionally, should a Candidate except for Excluded Candidates presented for consideration by Optimum be recruited by Client or any other facility for which Client is recruiting for employment within one year of the date of the initial presentment, the entire Placement Fee shall be due and payable to Optimum. Invoices are due and payable net thirty (30) days of receipt. Excluded Candidate means a Candidate (i) identified from another source such as another referral or recruitment agency; (ii) known to Client prior to the Effective Date (iii) responding to general advertisements, job fairs, or public solicitations prior to Optimum submitting Candidate; or (iv) submitting unsolicited resumes or applications for employment.

**Guarantee:** Optimum shall warrant the Candidate's placement for a period of ninety (90) days





from Candidate's employment start date with Client. If the hired Candidate's employment is found unacceptable or terminated for any reason or the Candidate voluntarily leaves other than as a result of reorganization, elimination of position, takeover, or material change in job responsibility of Candidate within ninety (90) days from the start date, Optimum shall refund the Placement Fee paid or issue a credit for such amount in the event Optimum provides a replacement. Optimum will not be responsible for replacement candidates but will use reasonable efforts to provide additional candidates at Client's request. If payment is not received within 30 days of invoice date, the guarantee described in this Section 4 is considered void.

**4. Termination:** The term of this Agreement shall remain in effect for a period of two (2) years from the Effective Date unless earlier terminated in accordance with the provisions herein or amended by the parties in writing. Either party may terminate this Agreement upon written notice to the other party. In the event the Agreement is terminated, all provisions of this Agreement shall remain in full force and effect with respect to Candidate referrals and fees owed.

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

**6. Confidentiality:** All information, whether written or oral which is requested from or voluntarily furnished by Client shall be held in the strictest of confidence and used only for the purposes specified in this Agreement.

**7. Public Records Act.** Optimum acknowledges that Client is public county-owned Client which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its contracts are public documents available to copying and inspection by the public. If Client receives a demand for the disclosure of any information related to this Agreement which Optimum has claimed to be confidential and proprietary, such as Optimum's pricing, programs, services, business practices or procedures, Client will immediately notify Optimum of such demand and Optimum shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for a protective order or to provide a redacted version of the public record sought. Optimum shall indemnify and defend Client from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Optimum document in Client's custody and control in which Optimum claims to be confidential and proprietary.

**8. Release and Indemnity:** Client agrees that the decision to hire, retain or otherwise enter into a working arrangement with any candidate identified by Optimum is made at the sole discretion



of Client.

**9. Resolution of Disputes and Governing Law:** Any dispute whether in tort, contract or otherwise arising out of or relating to this Agreement in any way shall be governed exclusively by the law of the State of Nevada without giving effect to its conflict of law principles. Each Party consents to the exclusive jurisdiction of the state and federal courts of the State of Nevada for the resolution of all disputes related to or arising out of this Agreement. This provision shall survive the termination of this Agreement.

**10. Entire Agreement:** This Agreement contains the entire agreement between Client and Optimum and supersedes any and all prior agreements, contracts, and understandings, written or oral, between the parties relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and signed both by Client and Optimum.

**Counterparts:** This Agreement may be executed in any number of counterparts, each of which, so executed, shall be deemed to be an original and such counterpart shall together constitute one in the same agreement.

**11. COMPLIANCE WITH LAWS.** The parties shall comply with all applicable federal, state and local laws, regulations and rules.

**12. PUBLIC LAW:** In compliance with 42 USC 1935x (v)(1)(I), for a period of four years after the furnishing of the supplies, services, and/or equipment covered by this Agreement, OPTIMUM or any sub-contractor under this Agreement agree to make available to the Secretary of Health and Human Services, books, documents and records which relate to the cost of the items provided under this contract. This public law affects those sellers who anticipate our annual purchases to be \$10,000.00 or more.

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

**14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** OPTIMUM acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to OPTIMUM's actions pertaining to this contract.

**15. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT:** OPTIMUM shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. A breach of the





contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- 16. Insurance.** Optimum agrees to maintain appropriate general, and blanket contractual liability insurance for its operations in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate during the term of this Agreement. Optimum agrees to maintain workers compensation insurance within statutory limits during the term of this Agreement. Optimum shall provide a certificate of insurance to Client evidencing such coverages. Client 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. As such, Clark County and Client are protected by the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Client is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Client will provide Optimum with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.
- 17. Waiver.** The failure of either party to enforce the strict terms of this Agreement shall not constitute a waiver of these terms.
- 18. Notices.** Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient: (a) when delivered personally; (b) the day following delivery to a nationally recognized overnight courier service with proof of delivery; or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth above or at any other address designated by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

**OPTIMUM:**

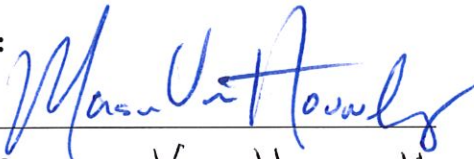
By:  C177F7996290455...

Name: Heather Croke

Title: CPO

Date: 2/15/2024 | 9:26 AM EST

**CLIENT:**

By: 

Name: MASON VAN HOUWELING

Title: Chief Executive Officer

Date: 2/26/24

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 0</b>						
<b>Corporate/Business Entity Name:</b> Optimum Healthcare Solutions, LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		22 Roulston Road		<b>Website:</b> www.medicushcs.com		
<b>City, State and Zip Code:</b>		Windham, NH 03087		<b>POC Name:</b> Harris Brower		
				<b>Email:</b> hbrower@optimumperm.com		
<b>Telephone No:</b>		603-816-9023		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>		N/A		<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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



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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
BPOC, Peter Magas	Partner	28%
Hawthorne Holdings, Joseph Matarese	Partner	38.3%

**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  Chief Financial Officer  Title <u>CFO</u>	Steven Armstrong  Print Name  February 15, 2024 Date
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## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***For UMC Use Only:***

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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



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

<b>Issue:</b>	<b>Deferred Equipment Agreement with Masimo Americas, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Deferred Equipment Agreement with Masimo Americas, Inc. for the purchase of pulse oximetry sensors and accessories; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)</b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000837000	Funded Pgm/Grant: N/A
Description: Pulse Oximetry Equipment, Sensors, Software and Training	
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO	
Term: 60 months from the Effective Date	
Amount: Estimated \$12,927,035.40 total for 60 months	
Out Clause: Budget Act and Fiscal Fund Out	

## **BACKGROUND:**

University Medical Center of Southern Nevada (UMC) has had previous agreements with Masimo Americas, Inc. (Masimo) under which Masimo provided the use of pulse oximetry equipment at no upfront cost to UMC in exchange for a commitment of pulse oximetry sensor purchases. UMC requests to enter into a new Deferred Equipment Agreement ("Agreement") with Masimo, in which Masimo will supply pulse oximetry equipment, software, and training at no upfront cost. However, this will be subject to an annual minimum sensor commitment of \$2,585,407.08 over the term of the Agreement, which will commence sixty (60) months from the Effective Date. UMC has historically exceeded this commitment level and accepts the terms outlined for entering into this Agreement.

This Agreement is being entered into pursuant to HPG contract # 1331. HealthTrust Purchasing Group (HPG) is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Cleared for Agenda  
February 19, 2025

Agenda Item #

**8**

**Deferred Equipment Agreement**  
**between**  
**University Medical Center of Southern Nevada and Masimo Americas, Inc.**

This agreement including its Schedules (collectively, this “Deferred Equipment Agreement”) is entered on the last date of execution (the “Effective Date”) by and between Masimo Americas, Inc., a Delaware corporation, with its principal place of business at 52 Discovery, Irvine, California 92618 (“Masimo”) and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada 89102 (“Customer”) and shall incorporate all of the terms and conditions of the Purchasing Agreement (1331) between Masimo and HealthTrust Purchasing Group, L.P. (“HealthTrust”) dated February 1, 2023 (“Purchasing Agreement”). The provisions of the Purchasing Agreement are incorporated into this Agreement and shall control in the event of a conflict between this Deferred Equipment Agreement and the Purchasing Agreement; provided, that nothing in the Purchasing Agreement shall be construed as (i) limiting or superseding the Annual Minimum Sensor Commitment for the Term of this Deferred Equipment Agreement or any pricing associated therewith, or (ii) permitting Customer to terminate this Deferred Equipment Agreement without Cause. For purposes of clarification, “Customer” under this Deferred Equipment Agreement is referred to as a “Purchaser” under the Purchasing Agreement, and “Masimo” under this Deferred Equipment Agreement is referred to as “Vendor” under the Purchasing Agreement.

Whereas, this Deferred Equipment Agreement represents a consolidation of a pre-existing agreement and its obligations (“Contract #21US1761”) between Masimo and Customer. As such, the terms of this Deferred Equipment Agreement supersede the terms of Contract #21US1761. Conditioned upon Customer’s fulfillment of its financial obligations under this Agreement, Contract #21US1761 is hereby terminated and Customer and its Facilities are released from their financial obligation under Contract #21US1761;

Whereas, Customer and Masimo desire to enter into this Deferred Equipment Agreement where Customer will be provided the use of Equipment and if applicable software parameters (“Software Parameters”) at no upfront cost but be subject to a commitment (as set forth in Schedule A) to purchase a minimum amount of sensors (“Sensors”) over the term of the Deferred Equipment Agreement; and

Whereas, Masimo shall license to Customer and Customer shall obtain from Masimo, under the terms and conditions of this Deferred Equipment Agreement, Customer’s committed tier requirements of pulse oximetry Equipment, Sensors, and accessories (“Products”) during the Term, as stated in the Annual Minimum Sensor Commitment for the Term set forth in Schedule A1.3 of this Deferred Equipment Agreement.

Now, therefore, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

**I Deferred Equipment Plan.**

I.1 Description. Masimo offers this acquisition to permit the conversion to Masimo technology and sensor standardization. Masimo will provide the specified Equipment and if applicable Software Parameters at no upfront cost in return for a commitment to obtain Sensors based upon the quantity and mix of Equipment as listed in Schedule A. Payments over the annual period are referred to as the Annual Minimum Sensor Commitment. Masimo shall license to Customer and Customer shall obtain from Masimo, under the terms and conditions of this Deferred Equipment Agreement, all of Customer’s committed tier requirements of pulse oximetry Products during the Term, as stated in the Purchasing Agreement and the Annual Minimum Sensor Commitment for the Term as set forth in Schedule A1.3 of this Deferred Equipment Agreement. Additionally, in support of best environmental practices, Masimo shall: (i) provide Customer with Sensor collection containers for all adhesive Sensors which were obtained and used pursuant to this Deferred Equipment Agreement and (ii) train Customer’s personnel the procedures for handling and collection of the Sensors so that Customer can return them to Masimo. In consideration of the preceding (i) and (ii), Customer shall return all Masimo used adhesive and Rainbow optical Sensors to Masimo.

1.2 Safe Harbor. The Parties acknowledge that it is their intent to establish a business relationship in which payments by Vendor to HealthTrust and Customers comply with the exceptions to the Medicare and Medicaid Anti-Kickback statute set forth at 42 U.S.C. § 1320a-7b(b)(3) (A) and (C), the “Safe Harbor” regulations regarding discounts set forth in 42 C.F.R. § 1001.952(h), and the “Safe Harbor” regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j), all as may be amended, modified, or replaced from time to time; and the Parties believe that the relationship contemplated by this Deferred Equipment Agreement is in compliance with those requirements.

## **2 Term.**

2.1 Term. The term of this Deferred Equipment Agreement shall be sixty (60) months inclusive of the period of time for installation (“Term”), starting from the Effective Date

2.2 Annual Periods. The Term shall be divided into five (5) Annual Periods from the Effective Date, and each subsequent Annual Period consists of twelve (12) months.

## **3 Service, Installation and Training.**

3.1 Initial Installation and Training. Since the breakthrough technology afforded by Masimo delivers an unparalleled solution as compared to conventional pulse oximetry, Masimo provides training with initial installation.

3.2 Schedule. Customer and Masimo shall use commercially reasonable efforts to develop a schedule that allows Masimo to install the Equipment and train Customer’s personnel within the Installation Period. In the event Customer requests that installation and training occurs beyond the Installation Period, Customer’s Annual Minimum Sensor Commitment shall remain in effect pursuant to the Deferred Equipment Agreement Term. In the event that installation and training occurs beyond the Installation Period as a result of a Masimo breach of this Deferred Equipment Agreement or where Masimo is the cause of any delay, then the Annual Minimum Sensor Commitment shall not apply for the amount of time of such delay.

3.3 Delays. The Term of this Deferred Equipment Agreement shall not be extended for Customer delays. Customer shall be obligated to obtain their first year’s Annual Minimum Sensor Commitment within the first Annual Period.

3.4 Post-Installation Support. If Customer experiences difficulty using the Equipment or Sensors, Customer should call Masimo’s telephone support number, which is located on Masimo’s website at <http://www.masimo.com>. Telephone support is provided to Customer twenty-four (24) hours per day, seven (7) days per week.

## **4 Purchase Orders.**

4.1 Initial Order. Customer shall issue a no charge Purchase Order for the Equipment and in Schedule A, Section A1.2 and a Purchase Order for Sensors and Device Services in Schedule A, Sections A1.3 and A1.4 within five (5) business days after the Effective Date.

4.2 Subsequent Orders. Customer shall order Products by submitting a Purchase Order to Masimo referencing this Deferred Equipment Agreement. Subsequent Sensor and Device Services requirements shall be ordered by Customer issuing Purchase Orders to Masimo.

4.3 Itemization. Each Purchase Order shall set forth the model numbers and description of the Products, quantity, shipping instructions, unit and total price, Purchase Order number, delivery date, and shipping location.

4.4 Errors in Purchase Order. If an error is made in a Purchase Order, then Customer shall correct same at the request of Vendor.

4.5 No Supplemental Terms. No terms in any Purchase Order shall amend or supplement the terms of this Deferred Equipment Agreement.

## **5 Shipment and Risk of Loss.**

5.1 Shipping. Shipment and Risk of Loss of the Products under this Deferred Equipment Agreement is FOB Origin, freight prepaid and add, in accordance with the most recent version of INCOTERMS ®.

## **6 Payment.**

6.1 Timing. Payment terms are net thirty (30) calendar days from receipt date based on Customer meeting Masimo credit requirements. The parties agree, repeated late payments (i.e., 2 or more consecutive payments beyond N30 days) by Customer shall be considered a material breach of this Deferred Equipment Agreement. In consequence, Masimo shall have the right to (i) demand payment in advance, (ii) suspend full or partial performance, or (iii) seek any other remedies available at law.

6.2 Payments. All payments required by this Deferred Equipment Agreement are stated and shall be made in United States dollars. Payments shall be sent to Masimo at the return address printed on Masimo's invoice, and shall be deemed made only upon receipt by Masimo at that address.

6.3 Credits. Amounts owed to Customer due to rejections or delays of Products, or discrepancies on paid invoices shall be fully credited against future invoices payable by Customer. In the event Customer does not have any Products on order, upon Customer request Masimo shall refund Customer any amounts overcharged by Masimo.

6.4 Taxes. Customer shall pay all sales, use, property, excise, or similar taxes, except on Masimo's income, levied upon the sale, use, or ownership of the Products. Notwithstanding the foregoing, Customer has provided Masimo with a valid tax certificate ("Tax Exemption Certificate") attesting to its tax exempt status. Masimo agrees to honor the valid Tax Exemption Certificate provided by Customer and shall not charge Customer, nor shall Customer be liable for taxes for which Customer is exempt pursuant to its Tax Exemption Certificate.

## **7 Nondisclosure.**

7.1 Confidentiality. Neither party shall, without the other party's prior written approval, disclose any terms of this Deferred Equipment Agreement, including pricing, except (i) as required by law or as part of an authorized press release upon prior written approval of Customer and Masimo, and (ii) that Masimo may list Customer as a customer upon the prior written approval of Customer.

7.2 Press Release. Either party may issue a press release announcing the existence and general content of this Deferred Equipment Agreement and the reasons the Customer has chosen Masimo, provided that the issuing party receives written approval from the other party in advance of its publication. Written approval for such press release will not be unreasonably withheld.

## **8 Termination.**

8.1 Termination. There is no termination for convenience permitted under this Deferred Equipment Agreement for its Term by either party. In the event Customer is no longer a member of HealthTrust, this Deferred Equipment Agreement shall not be renewed upon the completion of all its obligations by Customer including the Annual Minimum Sensor Commitment for the Term.

8.2 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Deferred Equipment Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. This Deferred Equipment Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Deferred Equipment Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Deferred Equipment Agreement. In the event this Section is invoked, the Deferred Equipment Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated. Notwithstanding the foregoing, Customer agrees to make best efforts to obtain funding to fulfill its obligations under this Deferred Equipment Agreement and to submit funding requests each year for fiscal

years two through Deferred Equipment Agreement termination for the allocation of funds sufficient to meet its requirements under this Deferred Equipment Agreement. Notwithstanding any other provision herein, if and to the extent the obligations of this Deferred Equipment Agreement, either in its initial term or in any subsequently renewed term, should continue into the Customer's subsequent fiscal years following that fiscal year when this Deferred Equipment Agreement was executed and funds are not appropriated or budgeted for completion of this Deferred Equipment Agreement, Customer upon: i) thirty days written notice to Masimo, ii) the provision to Masimo of evidence of such non-appropriation, iii) the return to Masimo of any Masimo Equipment provided under this Deferred Equipment Agreement, at Customer's cost, and iv) payment for Sensor purchase commitments, fees and charges incurred up to the termination date, may terminate this Deferred Equipment Agreement without penalty and shall have no further obligation or liabilities hereunder.

**8.3** Material Breach. In the event of a breach of a material obligation of this Deferred Equipment Agreement by either party, the other party will provide written notice including all supporting documentation of the breach. If the breach is not cured within thirty (30) days of receipt of such notice, the notifying party shall be entitled, in addition to all other remedies available to such party, to terminate this Deferred Equipment Agreement for cause and without penalty by providing written notice in accordance with this Deferred Equipment Agreement.

**8.4** Effect. Termination of this Deferred Equipment Agreement for material breach shall be without prejudice to all accrued rights and remedies the parties may have, and shall not affect any continuing rights and obligations the parties may have under this Deferred Equipment Agreement. All payments made before the date of termination for Products shipped or Services performed are non-refundable. Customer shall pay any outstanding balances due Masimo for services performed or products delivered prior to termination, except for those, if any that are related to Masimo's breach.

## **9 General.**

**9.1** Written Notice. All notices, requests, demands, instructions, documents and other communications to be given hereunder by either party to the other shall be in writing, shall be sent to the address set forth in the opening paragraph of this Deferred Equipment Agreement and shall be deemed to be duly given upon the earliest of (i) hand delivery, (ii) the first business day after sending by reputable overnight delivery service for next-day delivery, or (iii) the date actually received by the other party. Such notice shall be sent to the attention of a party's Legal Department.

**9.2** Headings. Clause or section headings are inserted for convenience of reference only and have no legal effect.

**9.3** Severability. Any failure by any party hereto to enforce at any time any term or condition under this Deferred Equipment Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every item and condition of this Deferred Equipment Agreement. If any provision of these Terms and Conditions is found to be unenforceable, it will not affect the validity of the remainder of this Deferred Equipment Agreement, which shall remain valid and enforceable according to the terms hereof.

**9.4** Applicable Law. This contract shall be governed and construed according to the substantive laws of the state in which such Customer is located, without regard to its principles of conflict of laws.

**9.5** Force Majeure. The Parties obligations under this Deferred Equipment Agreement will be excused if and to the extent any delay or failure to perform such obligations is due to acts of war, terrorism or nature, including hurricanes, tornados, floods, and earthquakes, provided the effects of such act or event would not have been substantially mitigated by implementation of a business continuity and disaster recovery plan ("Force Majeure Event"). A Party affected by a Force Majeure Event will notify the other Party, within forty-eight (48) hours of the Force Majeure Event, explaining the nature and expected duration thereof and such Party shall use all efforts to remedy or mitigate such Force Majeure Event and the effects thereof. Notwithstanding the foregoing, if Vendor is unable to perform any of its obligations under this Deferred Equipment Agreement for a period of more than thirty (30) calendar days as a result of a Force Majeure Event, then Customer may terminate this Deferred Equipment Agreement upon written notice to the Vendor or may change the award without modifying the contract pricing.

9.6 Assignment. Neither party may assign its rights or delegate its duties under this Deferred Equipment Agreement either in whole or in part without the written consent of the other party, except as part of a corporate reorganization, consolidation, merger or sales of substantially all assets to which this Deferred Equipment Agreement relates. Any attempted assignment or delegation without such consent shall be void. This Deferred Equipment Agreement shall bind and inure to the benefit of each party's successors and permitted assigns. Notwithstanding anything else herein to the contrary, some or all of Masimo's rights under this Deferred Equipment Agreement may be assigned to a third party for purposes of financing, an affiliate or a successor in interest resulting from a merger or acquisition.

9.7 Counterparts. This Deferred Equipment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and any such counterparts may be delivered by facsimile or other electronic means.

9.8 Amendment. Amendments to this Deferred Equipment Agreement or any instrument that would attempt to modify any provision of this Deferred Equipment Agreement may only be made via a written instrument signed by Masimo and by Customer and only by an executive who would have the authority to sign this Deferred Equipment Agreement.

9.9 Authority. Masimo and Customer each represent to the other that each has full and complete power and authority to execute this Deferred Equipment Agreement and that this Deferred Equipment Agreement constitutes a valid and binding obligation of Masimo and Customer, respectively, enforceable in accordance with its terms.

9.10 Entire Understanding. This Deferred Equipment Agreement and the Purchasing Agreement, contain the entire understanding between Masimo and Customer, and supersedes all prior understandings, written or oral, regarding the subject of this Deferred Equipment Agreement.

This Deferred Equipment Agreement contains its attached schedules and exhibits, specifically, the following:

- Schedule A ("Deferred Equipment Plan"),
- Schedule B ("Standard Terms and Conditions"),
- Schedule C ("Additional Terms"), and
- Schedule D ("Masimo Systems Installation Services Addendum").

AGREEMENT VALIDITY DATE: THE TERMS AND CONDITIONS OF THIS DEFERRED EQUIPMENT AGREEMENT ARE VALID IF EXECUTED BY CUSTOMER AND THIS DEFERRED EQUIPMENT AGREEMENT IS RECEIVED BY MASIMO ON OR BEFORE MARCH 21, 2025.

IN WITNESS WHEREOF, the authorized representatives of the parties represent that they have read this Deferred Equipment Agreement, understand it and agree to be bound by it without exception by executing it below:

**University Medical Center of Southern Nevada**

**Masimo Americas, Inc.**

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

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

Print: \_\_\_\_\_

Print: Matthew Anacone

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

Title: President, Sales Americas

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

Date: February 12, 2025

**Schedule A**  
**Deferred Equipment Plan**

**AI Customer Facilities and Equipment.**

AI.1 Customer Facilities. This plan applies to the following Customer Facilities:

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

AI.2 Equipment. Masimo agrees to provide the use of the following Equipment and accessories to Customer at no upfront cost during the Term of this Deferred Equipment Agreement:

<b>Masimo Part #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>
9500	Radical-7 Touch Screen Handheld	\$ 1,900.00	136	\$ 258,400.00
9695	Root Monitor-Docking Station with Noninvasive Blood Pressure and Temperature	\$ 2,500.00	136	\$ 340,000.00
9921	NomoLine ISA CO2	\$ 1,200.00	30	\$ 36,000.00
9095 ‡	SafetyNet System comprised of SafetyNet Components and Installation/Training (estimate only and subject to change pending site survey)	\$ 264,452.00	1	\$ 264,452.00
4256	RD rainbow SET M20-05, Patient Cable, 5ft	\$ 140.00	56	\$ 7,840.00
4257	RD rainbow SET M20-12, Patient Cable, 12ft	\$ 160.00	76	\$ 12,160.00
4081	RD SET MD14 - 12	\$ 144.00	100	\$ 14,400.00
4083	RD SET MP - 12	\$ 180.00	253	\$ 45,540.00
4085	RD SET GE - 12	\$ 160.00	91	\$ 14,560.00
4090	RD to M-LNC Adapter Cable	\$ 24.00	39	\$ 936.00
4050	RD SET DCI Adult Reusable Finger Sensor	\$ 115.00	260	\$ 29,900.00
4051	RD SET DCIP Pediatric Reusable Finger Sensor	\$ 134.00	85	\$ 11,390.00
300238	Root Roll Stand with Quick Connect	\$ 420.00	91	\$ 38,220.00
19608	8" M Series Pivot Arm Kit	\$ 290.00	45	\$ 13,050.00
19616	Root Mounting Plate	\$ 40.00	98	\$ 3,920.00
301690	Root Wall Mount Scanner Single Holster	\$ 130.00	98	\$ 12,740.00
2350	Radical-7 Color Handheld Lock	\$ 12.00	136	\$ 1,632.00
2351	Radical-7 Color Handheld Lock Key	\$ 25.00	5	\$ 125.00
<b>Total Equipment:</b>				<b>\$ 1,105,265.00</b>
	Installation and Training	\$ 300.00	878	Included
FMV	Fair Market Value of Equipment provided under Contract #21US1761	\$ 338,653.50	1	\$ 338,653.50
3408	Sensor Collection Services (2 pick-ups per month)	\$ 620.00	60	\$ 37,200.00
<b>TOTAL VALUE</b>				<b>\$ 1,481,118.50</b>

*\*Annual value of use of Equipment and services may be adjusted upon a change in quantity of Equipment placed pursuant to this Deferred Equipment Agreement via a mutually agreed upon amendment.*

*‡ See Schedule C, Section C1.7 for details on Masimo Systems Components.*

[This space is intentionally blank.]

**A1.3 Annual Minimum Sensor Commitment.** Customer agrees to the following Annual Minimum Sensor Commitment in dollars during the Term of this Deferred Equipment Agreement.

Part Number	Model	Baseline Quantity	Sensors Eligible for Credit (30%)	New Unit Price	Eligible Unit Credit *	Annual Minimum Sensor Commitment	Maximum Eligible Recycle Credit	Annual Minimum Sensor Commitment with Recycle Credit
4000	RD SET ADT Adult Adhesive Sensor	115,440	40,404	\$ 7.00	\$ (1.50)	\$ 808,080.00	\$ (60,606.00)	\$ 747,474.00
4001	RD SET PDT Pediatric Adhesive Sensor	1,920	672	\$ 7.00	\$ (1.50)	\$ 13,440.00	\$ (1,008.00)	\$ 12,432.00
4002	RD SET INF Infant Adhesive Sensor	7,200	2,520	\$ 9.00	\$ (2.00)	\$ 64,800.00	\$ (5,040.00)	\$ 59,760.00
4003	RD SET NEO Neonatal Adhesive Sensor	39,840	13,944	\$ 9.00	\$ (2.00)	\$ 358,560.00	\$ (27,888.00)	\$ 330,672.00
4016 ±	RD SET TFA-1 Adt/Ped Disposable Tranflectance Forehead Sensor, 3ft	0		\$ 24.00		\$ -		\$ -
4050 ±	RD SET DCI Adult Reusable Finger Sensor	365		\$ 115.00		\$ 41,975.00		\$ 41,975.00
4051 ±	RD SET DCIP Pediatric Reusable Finger Sensor	95		\$ 134.00		\$ 12,730.00		\$ 12,730.00
4053 ±	RD SET TC-1 Reusable Tip Clip Sensor	125		\$ 115.00		\$ 14,375.00		\$ 14,375.00
4059 ±	LNCsII rainbow DCI-8 SpHb SC-400	19		\$ 1,800.00		\$ 34,200.00		\$ 34,200.00
4062 ±	LNCsII rainbow DCIP-8 SpHb SC-400	9		\$ 1,800.00		\$ 16,200.00		\$ 16,200.00
3817 ±	NomoLine LH Adult Nasal CO2 Cannula	0		\$ 8.00		\$ -		\$ -
3824 ±	NomoLine LH Adult Nasal/Oral CO2 Cannula with O2	0		\$ 9.60		\$ -		\$ -
4248 ±	RD SedLine Sensor	4,200		\$ 14.00		\$ 58,800.00		\$ 58,800.00
3756 ±	O3 Regional Oximetry Sensor, Adult	250		\$ 45.00		\$ 11,250.00		\$ 11,250.00
4235 ±	O3 Regional Oximetry Sensor, Pediatric	250		\$ 45.00		\$ 11,250.00		\$ 11,250.00
4384 ±	O3 Regional Oximetry Sensor, Infant/Neo	2,500		\$ 47.50		\$ 118,750.00		\$ 118,750.00
4585 ±	Radius PPG Neo Sensor	0		\$ 25.00		\$ -		\$ -
4302 ±	Centroid Patient Position Tracker	12,775		\$ 45.00		\$ 574,875.00		\$ 574,875.00
4628 ±	NomoLine LH Adult Nasal/Oral CO2 Cannula with O2, 4m	4,108		\$ 11.60		\$ 47,652.80		\$ 47,652.80
4968 ±	NomoLine HH Adult Nasal/Oral CO2 Cannula with O2, 4m	9,600		\$ 11.28		\$ 108,288.00		\$ 108,288.00
5213 ±	Kit, NomoLine LH-POM Adult Medium Flow	0		\$ 13.00		\$ -		\$ -
5214 ±	Kit, NomoLine LH-POM Pediatric Medium Flow	2,100		\$ 13.00		\$ 27,300.00		\$ 27,300.00
5215 ±	Kit, NomoLine LH-POM Adult High Flow Mask	10,000		\$ 13.75		\$ 137,500.00		\$ 137,500.00
1863 ±	LNCs DC-1 Adult Reusable Finger Sensor	0		\$ 125.00		\$ -		\$ -
1864 ±	LNCs DC-IP Pediatric Reusable Finger Sensor	0		\$ 140.00		\$ -		\$ -
3858 ±	LNCs TFA-1 Adult/Pediatric SpO2 disposable tranflectance forehead sensor, 3ft	0		\$ 24.00		\$ -		\$ -
4046 ±	RD SET Inf Replacement Tapes	2,754		\$ 0.38		\$ 1,046.52		\$ 1,046.52
4047 ±	RD SET Neo Replacement Tapes	5,202		\$ 0.38		\$ 1,976.76		\$ 1,976.76
2307 ±	Replacement Tapes for Inf Series Sensors	0		\$ 0.39		\$ -		\$ -
2308 ±	Replacement Tapes for Neo Series Sensors	0		\$ 0.39		\$ -		\$ -
<b>Annual Total</b>		<b>218,752</b>	<b>57,540</b>			<b>\$ 2,463,049.08</b>	<b>\$ (94,542.00)</b>	<b>\$ 2,368,507.08</b>

\* See Section A3 for details on Recycled Adhesive Sensors.  
± Product not eligible for recycling.

**A1.4 Annual Device Service Payments.** Customer agrees to submit purchase orders to Masimo for the amounts listed in the following table for Annual Device Services. Annual purchase orders for Device Services will then be due to Masimo on the anniversary of the Deferred Equipment Agreement Effective Date for the remaining Term of the Deferred Equipment Agreement.

Year	Part #	Description	Quantity	Unit Price	Extended Price
First Annual Period	114-1Y	Concierge+ for Root	150	\$ 800.00	\$ 120,000.00
Second Annual Period	114-1Y	Concierge+ for Root	150	\$ 800.00	\$ 120,000.00
Third Annual Period	114-1Y	Concierge+ for Root	150	\$ 800.00	\$ 120,000.00
Fourth Annual Period	114-1Y	Concierge+ for Root	355	\$ 800.00	\$ 284,000.00
	114-1Y	Concierge+ for Rad-97	313	\$ 250.00	\$ 78,250.00
Fifth Annual Period	114-1Y	Concierge+ for Root	355	\$ 800.00	\$ 284,000.00
	114-1Y	Concierge+ for Rad-97	313	\$ 250.00	\$ 78,250.00
<b>Agreement Total</b>					<b>\$ 1,084,500.00</b>



## **A2 Sites and Product.**

A2.1 Conversion. This Deferred Equipment Agreement is based on Customer's agreement to convert designated pulse oximetry sites at the Facilities to utilize Masimo Sensors and designated sites at each of the Facilities will use Masimo Sensors pursuant to the commitment tier in the Purchasing Agreement and the Annual Minimum Sensor Commitment set forth in Schedule A Section A1.3 for the Term.

A2.2 Alternates. Masimo may, ship alternate Products that meet or exceed the specifications of the Products identified in Section A1.2 at no additional cost to Customer.

A2.3 Adjustments. Customer may adjust the mix of adhesive Sensors obtained subject to the following: i) the Recycle Credit will not exceed the amount listed in the Maximum Eligible Recycle Credit column in Section A1.3, ii) the total percentage of recycled Sensors for Recycle Credit calculations will not exceed thirty-five percent (35%) from the quantities listed in Section A1.3, and iii) the Annual Minimum Sensor Commitment dollar amount is achieved.

A2.4 Rollover. So long as Customer is buying only Masimo sensors for its pulse oximetry and Pulse CO-Oximetry use, Customer may order up to ten percent (10%) less than the Annual Minimum Sensor Commitment on a cumulative basis, without penalty, provided that the Sensors not ordered are added to the following years' Annual Sensor Commitment count. Upon written notification from Masimo, the Term of this Deferred Equipment Agreement shall be extended on a monthly basis for up to an additional twelve (12) months ("Extended Term") in order for Customer to complete the aggregate Annual Minimum Sensor Commitment which includes all rollover Sensors. The Extended Term shall automatically terminate upon Customer's completion of the aggregate Annual Minimum Sensor Commitment quantity.

## **A3 Recycled Adhesive Sensors.**

A3.1 Pricing. Customer may recycle used adhesive Sensors with Masimo and receive a Recycle Credit in the amounts listed in Section A1.3 of this Schedule.

A3.2 Quantity. Customer's annual adhesive Sensor Recycle Credit is limited to the quantity of used adhesive Sensors returned by Customer by part number that Masimo determines are in suitable condition to be recycled, not to exceed thirty-five percent (35%) of Customer's total annual new adhesive Sensor deliveries, and the Maximum Eligible Recycle Credit in any Annual Period.

A3.3 Quarterly Sensor Recycling Credit. Masimo will provide Customer all new adhesive Sensors and will provide a quarterly Sensor Recycle Credit based on eligible used adhesive Sensors that are returned to Masimo and in suitable condition to be recycled. Masimo will then provide Customer with a credit, in approximately sixty (60) days after the end of each quarter, which may be used toward the purchase of additional Products directly from Masimo at the prices listed in Schedule A, or at Customer's best available price under the Purchasing Agreement. The Recycling Credit will be issued in accordance with the pricing in Schedule A. Customer's annual Maximum Eligible Recycle Credit allotment is on an annual basis, beginning on the Effective Date and ending at the conclusion of each Annual Period for the Term of the Deferred Equipment Agreement. Except in the event of a supply shortfall of Vendor, Credits not utilized within sixty (60) days after the end of an Annual Period shall not rollover to the following Annual Period.

A3.4 Sensor Collection Service. Masimo will provide a Sensor collection service two (2) times per month to pick up containers filled by Customer with its used Masimo Sensors and return them to Masimo facilities for recycling at Masimo's expense.

## Schedule B Standard Terms and Conditions

### **B1 Placement of Products.**

**B1.1** Use. Customer acknowledges that Masimo has and retains title to the Products. Upon completion of Customer's financial obligations under this Deferred Equipment Agreement, Customer shall be granted a non-exclusive, nontransferable, perpetual, fully paid up, royalty-free license, for the life of the Equipment, to use the Equipment in conformance with the Documentation, including its instructions for use and labeling.

**B1.2** [Intentionally omitted.]

**B1.3** No Transfer. Customer will not sell, assign, sublet, transfer, abandon, part with contract, create, incur, assume or suffer to exist any claim mortgage, pledge, lien, security interest or other charge or encumbrance of any kind upon or with respect to the Equipment or any part thereof without Masimo's written consent; provided, that Customer may transfer such Equipment to an Affiliate, as defined in the Purchasing Agreement, and provide notice to Masimo within sixty (60) days after such transfer.

**B1.4** Filings. Masimo shall have the option to make, and require Customer to execute, any and all information and/or lien filings Masimo deems appropriate under the Uniform Commercial Code to perfect a security interest in the Equipment.

**B1.5** Risk of Loss. During the term of this Deferred Equipment Agreement, Customer shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever, except from any loss or damage caused by Masimo and/or Masimo's subcontractors. Except for loss of use caused by Masimo, its employees' or subcontractors' material breach of contract that is not timely cured, no loss or damage to the Equipment (or any part thereof), or any failure of operation, shall impair any obligations of Customer (including, without limitation, payment obligations) under this Deferred Equipment Agreement, which shall continue in full force and effect.

### **B2 Limited Use.**

**B2.1** Restrictions on Use. Customer agrees not to use unauthorized sensors or cables with the Equipment. Adhesive sensors are licensed for single patient use only. Customer shall not reprocess or reuse adhesive sensors with a different patient, unless specifically authorized by Masimo. After use of sensors designated for single patient use only, they must be discarded or returned to Masimo at Masimo's expense.

**B2.2** Qualified Personnel. Customer will not permit the Equipment to be used by anyone other than Customer's trained personnel.

**B2.3** No Modifications. Except for use of the interfaces provided by Masimo pursuant to Exhibit I to the Purchasing Agreement to transmit data from the Masimo monitors and systems to other equipment, modification or connection of other Equipment to the Masimo Equipment, including software, hardware and related instruments cannot be made without Masimo's prior written authorization, which authorization may be withheld at Masimo's sole discretion.

**B2.4** [Intentionally omitted.]

**B3** Licensing. Masimo software licenses, including those for Vendor Software and Software Parameters, will be subject to the terms of Exhibit G to the Purchasing Agreement.

**B3.1** License Grant. The Sensors and Equipment contain Masimo proprietary technology and/or software, trade secrets and other proprietary information (collectively, "Masimo Intellectual Property"). Masimo grants to Customer a non-exclusive, non-transferable, license to use the Intellectual Property, Sensors and Equipment in conformance with the Documentation, including instructions for use and labeling and this Deferred Equipment Agreement. Notwithstanding any other provision of this Deferred Equipment Agreement, Masimo Intellectual Property, Sensors and Equipment are licensed; not sold. This Deferred Equipment Agreement does not constitute a

sale of the Masimo Intellectual Property, Sensors, Equipment, and trade secrets, any copy of the Software or any Intellectual Property.

**B3.2**        Optional Software Parameters. Masimo offers optional Software Parameters with additional functionality at the term license fees mutually agreed upon by the parties. The optional Software Parameters contain Masimo Intellectual Property, and are licensed separately from the Software in B3.1 above. If Customer elects to obtain term license(s) for optional Software Parameters, Masimo shall grant to Customer (subject to Section 6 (Payment) of this Deferred Equipment Agreement), a non-exclusive, non-transferable, non-sub licensable, revocable limited term software license to use the optional Software Parameters in accordance with the terms and conditions of this Deferred Equipment Agreement for the term license period. Any license granted to Customer in this Section B3.2 is limited to use of the optional Software Parameter solely on a single Masimo oximeter.

**B3.3**        Additional Software Parameter Licenses. Additional term licenses for the optional Software Parameters may be obtained at any time during the Term of this Deferred Equipment Agreement at the annual term Software Parameter license price. Such additional optional Software Parameter licenses shall become a part of this Deferred Equipment Agreement, subject to its licensing provisions.

**B3.4**        No Modifications. Customer may not reverse engineer, copy, modify, loan, rent, lease, assign, transfer (except as set forth in Exhibit G to the Purchasing Agreement), or sub-license the Software or Intellectual Property without Masimo's prior written consent, which may be withheld at Masimo's sole discretion; any attempt to do so will render the license null and void and use of the Software and Intellectual Property invalid.

#### **B4        Confidentiality.**

**B4.1**        Confidentiality Obligations. During the Term and surviving its expiration or termination, Receiving Party will regard and preserve as confidential and not disclose publicly or to any third party (other than their respective Affiliates) the Confidential Information (as defined in the Purchasing Agreement) of the other party. Subject to Section B4.2 (Permitted Uses of Confidential Information), Receiving Party agrees to use the Confidential Information of the Disclosing Party solely for purposes of performing its obligations under this Deferred Equipment Agreement. All Confidential Information shall remain the property of the Disclosing Party.

**B4.2**        Permitted Uses of Confidential Information. Notwithstanding the definition of Confidential Information or any provision to the contrary contained in this Deferred Equipment Agreement: (i) Customer, Customer's Affiliates shall have the right to use Masimo pricing information on Products and Services for its internal analyses (including its materials management and group purchasing organization function) and to disclose such information to third party consultants for performance of such analyses pursuant to a written confidentiality agreement; (ii) Customer shall have the right to disclose terms and pricing information and provide copies of the Deferred Equipment Agreement to third party e-commerce companies that process orders between Customer and Masimo subject to a written confidentiality agreement with such third party ecommerce companies; and (iii) any Receiving Party shall have the right to disclose information which such Receiving Party is requested or required to disclose by law, court order, subpoena or government agency request, provided that immediate notice of such request is given to the Disclosing Party (unless such notice is prohibited by law or court or government agency order) to provide the Disclosing Party with an opportunity to oppose such request for disclosure. Any confidentiality agreement required by this Section B4.2 shall have terms that are at least as strict as those contained in Section B4.1 (Confidentiality Obligations) and this Section B4.2.

**B4.3**        Public Records. Masimo acknowledges that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public to the extent required by applicable law. If Customer receives a demand for such disclosure, or inspection of any information related to this Deferred Equipment Agreement that Masimo has claimed to be confidential and proprietary, such as Masimo's Products, pricing, programs, services, business practices or procedures, Customer will immediately notify Masimo of such demand and Masimo shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Any such action shall be brought by Masimo at its sole cost and expense. Customer shall have no liability to or through Masimo in the event the Customer is required by applicable law to make the aforesaid disclosures, either as a result of Masimo's failure to have obtained injunctive relief or in the event Masimo declines to seek such relief..

## **B5 Warranty.**

**B5.1** Warranty. In addition to the warranties set forth in the Purchasing Agreement, Masimo warrants that the Masimo Products provided will conform to the published Product specifications of Masimo at the time of shipment and be free from defects in materials and workmanship (collectively with the warranties in the Purchasing Agreement, the "Product Warranty"). Except as otherwise provided in the Purchasing Agreement, Masimo's obligation under the Product Warranty, if any Masimo Products or other accessories are found upon examination by Masimo to be defective during the warranty period, shall be limited to repair or replacement. Masimo is not responsible and will charge Customer for repair, replacement, or maintenance caused by damage, neglect, misuse, improper operation, accident, fire, water, vandalism, unauthorized equipment attached to Masimo Product(s), or unauthorized modification of Masimo Products or Software. Except as expressly noted herein and in the Purchasing Agreement, all remedies for breach of this Deferred Equipment Agreement are exclusive and in lieu of all other representations and warranties, oral or written, express or implied.

**B5.2** Standard Warranty Duration. For Equipment, the duration of the warranty shall be one (1) year from the date of installation, not to exceed fourteen (14) months after Customer's acceptance of shipment; for reusable Sensors, batteries and other accessories, the duration of the warranty is six (6) months from the date of first use, not to exceed eight (8) months after Customer's acceptance of shipment; and disposable Sensors are warranted for single-patient use prior to their expiration, within six (6) months after Customer's acceptance of shipment.

**B5.3** Exclusions. This warranty does not apply or extend to any Product (i) damaged, neglected, misused or improperly operated by Customer; (ii) modified, disassembled, or reassembled by Customer; (iii) used with supplies or devices external to the Products or not manufactured by Masimo; (iv) used with sensors or other accessories other than those manufactured and distributed by Masimo; (v) put to a use or used in environments for which they are not intended; and (vi) where the Software has been damaged, modified by anyone other than Masimo or without the express written authorization of Masimo, or used contrary to Masimo's instructions. Masimo's warranty does not extend to any equipment or software not manufactured by Masimo. For equipment manufactured by third-parties, Masimo will pass on to Customer all terms and rights provided by the manufacturer. EXCEPT FOR THE ADDITIONAL WARRANTIES IN SECTION 9 OF THE PURCHASING AGREEMENT, THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, AND NO OTHER WARRANTIES EXIST, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **B6 Limitation of Liability.**

EACH OF MASIMO AND CUSTOMER SHALL NOT BE LIABLE TO THE OTHER FOR THE OTHER'S SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT: (I) AS MAY ARISE FROM MASIMO'S OR CUSTOMER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR VIOLATION OF APPLICABLE LAW; (II) AS MAY ARISE FROM MASIMO'S OR CUSTOMER'S BREACH OF SECTION B4 OF THIS DEFERRED EQUIPMENT AGREEMENT AND SECTION 11 OF THE PURCHASING AGREEMENT (CONFIDENTIALITY); OR (III) OBLIGATIONS PURSUANT TO SECTION 10 OF THE PURCHASING AGREEMENT (INDEMNITY).

**B7** [Intentionally Omitted.]

**B8 Masimo Products.** Masimo Products supplied under this Deferred Equipment Agreement may, at Masimo's discretion, be either new manufactured Products or refurbished Products or a mix of Products, provided that all Products supplied by Masimo will meet their published performance specifications. All Products are supplied with the Standard Warranty period described in Section B5.2. Customer will give Masimo access to the Equipment only during normal business hours and give Customer written notice of need to access facility for updates or special maintenance of Equipment if required during the Term of this Deferred Equipment Agreement.

**B9 EEO Compliance.** If applicable, the Equal Opportunity Clauses for government contractors set forth in 41 C.F.R. parts 60-1.4(a), 60-250.5(a), 60-300.5(a) and 60-741.5(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are hereby incorporated by this reference.

## Schedule C Additional Terms

### CI Masimo Systems Network

#### CI.1 Customer Network Requirements.

CI.1.a. Customer's information technology networks must meet the following minimum network performance requirements:

- |  |                                 |
|--|---------------------------------|
| • Network Availability                   | greater than 99.9%              |
| • Hardwired Latency                      | less than 30 ms                 |
| • Wireless Latency                       | less than 100 ms                |
| • Packet Loss                            | less than 2%                    |
| • Primary Access Point Signal Strength   | equal to or greater than -67dBm |
| • Secondary Access Point Signal Strength | equal to or greater than -72dBm |
| • Wireless Security                      | minimum of WPA-PSK              |

CI.1.a. Additional network requirements for the installation of Masimo Systems are set forth in the Masimo Systems Network Configuration Questionnaire, available upon request.

CI.1.b. Customer's failure to meet the minimum network performance requirements listed above and included in the Masimo Systems Network Configuration Questionnaire may result in additional installation time. Additional installation time is not included or funded in this Deferred Equipment Agreement and shall be billed to Customer at the rate of \$350 per bed or a minimum of \$5,000 with associated travel and lodging expenses.

CI.2 VPN Connection. A virtual private network (VPN) connection to each Masimo Systems Medical Appliance is required so that Masimo can provide warranty service and support. Customer will provide a VPN connection for each Masimo Systems Medical Appliance. Masimo may not access, transmit, copy or use any data from the Masimo Systems Medical Appliance except as is necessary to provide Product enhancements, warranty service, support and the development of new algorithms and products. Masimo may access, copy and use any de-identified data from the Masimo Systems Medical Appliance provided Masimo complies with applicable HIPAA requirements.

CI.3 Host Device Requirements. In order to use SafetyNet as a virtual machine, Customer's virtual infrastructure must be running VMware V5.x or V6.x and meet the following hardware requirements:

- |                           |                                      |
|---------------------------|--------------------------------------|
| • CPU                     | Minimum Quad-Core Intel Xeon 2.0 GHz |
| • Memory                  | Minimum 8 GB RAM                     |
| • Storage                 | Minimum 512 GB HDD storage array     |
| • Input/Output Connection | One available physical USB port      |

#### CI.4 Additional Charges.

CI.4.a. If Customer will be utilizing a wireless network, then an additional charge of \$150 per bed shall apply. If Customer is providing a hardwired network, Customer is responsible for providing all cable routing and termination in conformance to standards, adequate number of switch / router ports to support all available bedsides where beside Masimo Devices may be connected, cabling drops and termination to all devices specified in this Deferred Equipment Agreement, and adequate physical space, ventilation, and emergency power for the Masimo Systems server.

CI.4.b. Unless otherwise stated, the pricing provided in this Deferred Equipment Agreement is based on interior wall construction of sheetrock over steel studs without any special Radio Frequency (RF) shielding in any walls at Masimo Systems placement. Additional installation time related to additional wireless components and installation services necessary to address unforeseen issues associated with wireless network coverage, operation, or reliability due to Customer's layout or construction is not included or funded in this Deferred Equipment Agreement and shall be billed to Customer at the rate of \$350 per bed or a minimum of \$5,000 with associated travel and lodging expenses.

CI.4.c. Customer's Information Technology department will provide to Masimo, in a timely manner, all necessary network configuration data and assistance required to make the Masimo Systems functional. Customer agrees that it will designate an appropriate IT liaison and provide Masimo with the IT liaison's name and contact information within ten (10) days of the Effective Date of this Deferred Equipment Agreement. Masimo will send the

designated IT liaison the Masimo Systems Infrastructure Configuration Questionnaire to complete and return to Masimo within thirty (30) days of receipt of the Questionnaire. Customer agrees that the IT liaison will provide technical assistance and coordination necessary for the Masimo Systems installation. Additional installation time required to address changes made to the network configuration which are not communicated in advance to Masimo are not included or funded in this Deferred Equipment Agreement and shall be billed to Customer at the rate of \$350 per bed or a minimum of \$5,000 with associated travel and lodging expenses.

- CI.4.d. (Applicable to SafetyNet Systems) Customer may elect to deploy their own End-User Notification Solution in conjunction with SafetyNet. In this configuration, an End-User notification solution (“**Notification System**”) would include a Notification Gateway and a Notification Device. The term “**Notification Gateway**” means a user-provided communication interface, such as a paging transmitter, that receives SafetyNet alarms and alerts notification messages (collectively, “**Notification(s)**”) and delivers them to Notification Devices; and “**Notification Device(s)**” means a device, such as a pager, that delivers the Notification to the End-User clinician. “**End-User**” means the hospital or other facilities where SafetyNet is installed.
- CI.4.e. (Applicable to SafetyNet Systems) Under these circumstances, SafetyNet is responsible for sending Notifications to the End-User Notification System. ONCE A NOTIFICATION HAS BEEN APPROPRIATELY SENT BY SAFETYNET, PER MASIMO’S NETWORK SPECIFICATIONS, TO THE CUSTOMERS NOTIFICATION SYSTEM, THE CUSTOMER IS RESPONSIBLE FOR, AND MASIMO CANNOT BE HELD LIABLE FOR, ANY FAILURE OF CUSTOMER’S NOTIFICATION SYSTEM TO RECEIVE AND TRANSMIT THAT NOTIFICATION TO THE END-USER.
- CI.5 Installation. The installation schedule for the Masimo Systems shall have no effect on Section 3 of this Deferred Equipment Agreement.
- CI.6 Remote Support and Hardware Replacement Warranty. Masimo will provide remote support and hardware replacement warranty for twelve (12) months from date of installation, not to exceed fourteen (14) months from the date of Masimo Systems delivery.
- CI.7 Masimo Systems Components. The Masimo Systems provided under Schedule A of this Deferred Equipment Agreement are comprised of the following components:

Masimo Part #	Description	Unit Price	Qty	Extended Price
15769	Cables To Go Patch Cable - 14ft (Blue)	\$ 30.00	10	\$ 300.00
9937	Iris Device Management System	\$ 7,000.00	1	Included *
27846	SafetyNet Virtual Machine (production)	\$ -	1	Included
28814	Digital License Manager Virtual Appliance, USB	\$ -	1	Included
25107	SafetyNet Management Console with Software V5000 (Touchscreen View)	\$ 11,500.00	10	\$ 115,000.00
9095-LIC	Patient SafetyNet Per Bed License	\$ 800.00	136	\$ 108,800.00
2447	Patient SafetyNet Notification License	\$ -	1	Included
28028	SafetyNet Virtual Machine (Test Environment)	\$ -	1	Included
25842	Patient SafetyNet Test view Station - V5000 Series	\$ 2,000.00	1	\$ 2,000.00
101138	USB 1D/2D Barcode Reader	\$ 282.00	136	\$ 38,352.00
2456	Masimo Systems Installation Services	\$ 350.00	136	Included *
2457	Masimo Performance Assessment	\$ 150.00	136	Included *
<b>Total SafetyNet Components:</b>				<b>\$ 264,452.00</b>

\* Included with Concierge+. Customer shall submit a separate Purchase Order for Concierge+.

**C2 Masimo Centroid Sensor Clinical Performance Determination.** After the installation of the Masimo Centroid patient positioning sensor (“**Centroid Sensor**”), the Customer may assess its clinical efficacy and overall impact on patient care. If Customer reasonably determines, in good-faith, based on clinical supporting data or professional medical judgment, that the Centroid Sensor does not provide a clinically significant improvement in patient care, Customer shall provide written notice to Masimo of its decision to remove the

Centroid Sensor in writing, and within thirty (30) days of such notice, the parties shall amend the Deferred Equipment Agreement in a financially proportionate manner to remove the Centroid Sensor from the Agreement.

**C3 Replacement Tapes.** Customer agrees to obtain replacement tapes directly from Masimo.

**C4 Annual Business Review.** The parties agree to meet on annual basis to review both parties compliance with this Deferred Equipment Agreement.

**C5 Distributors.**

C5.1 Application to Commitment. Sensors obtained by Customer as a result of an Intermediary (a Distributor, IDN or GPO affiliation), that are not included in this Deferred Equipment Agreement do not apply towards Customer's Annual Minimum Sensor Commitment.

C5.2 Price Differential. Should an Intermediary elect to provide the Sensors at lower or higher prices to Customer than listed herein, such shall be agreed upon between the Intermediary and Customer. Masimo shall have no obligation to rebate Customer or the Intermediary for any price differences other than to the Intermediary for the price negotiated between Customer and Masimo for the Sensors listed herein.

C5.3 Distributor Option. Customer shall have the option to utilize a Distributor to order and receive Masimo Sensors per the terms of this Deferred Equipment Agreement for distribution of Sensors ordered per this Deferred Equipment Agreement to Customer Facilities. Customer's Annual Minimum Sensor Commitment can be fulfilled in such manner under this paragraph's additional conditions. Should Customer select this option, then:

- Section 6 ("Payment") shall be amended as follows: Masimo agrees to provide Sensors to the Masimo-approved Distributor at the same prices listed herein.
- Section 4 ("Purchase Orders") shall be amended as follows: Ordering process, price, and terms determined between Customer and Distributor shall not amend or supplement the terms of the Purchasing Agreement or this Deferred Equipment Agreement.

**C6 Masimo Service.** Masimo Service is required with Masimo Systems for a minimum service period of three (3) years. This Service consists of Masimo Device Service, Masimo Support Service, and/or Masimo Systems Service. Customer agrees to submit a Purchase Order for either A La Carte or Concierge+:

**Service offerings:**

	<b>A La Carte</b>	<b>Concierge+</b>
<b>Masimo Device Service</b>	Purchased per device using part number 118-XY	Included
<b>Masimo Support Service</b>	Purchased per hour using part number 3097	Included
<b>Masimo Systems Service</b>		
Iris Service	Purchased per connected bed using part number 102-XY	Included
SafetyNet Service	Purchased per connected bed using part number 119-XY	Included
UniView Service	Purchased per device using part number 120-XY	Included
Replica Service	Purchased per connected bed using part number 112-XY	Included

C6.1 Masimo Device Service. Masimo Device Service is applicable to point-of-care medical devices manufactured and sold by Masimo and listed in the Purchasing Agreement and this Deferred Equipment Agreement (and utilized in conjunction with a Masimo System), including Root®, Radical-7®, Radius-7®, and Rad-97. Masimo Device Service provides the following coverage:

- workmanship repair,
- battery replacement once every three years,

- accidental damage (damage considered abuse is not covered),
- unintentional fluid intrusion,
- performance verification once every three years,
- stolen device replacement upon presentation of police report,
- hardware repair or replacement,
- and hot spare (delivered next business day or best effort).

**C6.2 Masimo Support Service.** Masimo provides remote and on-site support for Masimo Device and Masimo Systems.

**C6.2.a. *Telephone assistance.*** Masimo will provide telephone assistance 24 hours per day, 7 days per week 365 days per year. Customer may contact Masimo's Technical Services at (800-326-4890 Opt. #2). Calls not answered immediately will normally be returned within 30 minutes if during normal working hours (6:00 AM to 5:00 PM US Pacific Time, Monday through Friday, excluding holidays observed by Masimo). Calls outside normal working hours will be returned within 2 hours by an on-call technician. Customer will provide the Service Contract ID Number assigned by Masimo, Customer's name, facility name, and a description of the problem. Masimo's Technical Services personnel shall assist Customers who have been trained on the Products with questions on usage, troubleshooting and diagnosing problems, and if necessary recovering from system failures.

**C6.2.b. *Remote connectivity.*** Masimo shall provide remote assistance via a remote connection to the Customer's Product that is capable of remote support. With Customer's authorization, Masimo's Technical Services personnel will remotely access Customer's Product. Customer is responsible for providing VPN connectivity for Masimo to provide remote assistance. Masimo's Technical Services personnel may require assistance from Customer to access the Product in order to diagnose the problem and perform corrective action.

**C6.2.c. *On-site support.*** The Customer may request on-site service for: technical support, training, or clinical support. On-site service will be provided during normal business hours (8:00am to 5:00pm local time) at the Customer's site and by mutual agreement at the time on-site service is requested.

**C6.3 Masimo Systems Service.** Masimo Systems Service covers Masimo Systems hardware and software.

**C6.3.a. *Systems Software Support Updates.*** Masimo shall release Masimo Systems software support Updates from time to time to provide improvements in the Masimo Systems software.

**C6.3.b. *Masimo Systems Software Upgrades.*** Masimo may release at no additional charge Masimo Systems software Upgrades from time to time that expand the existing features of the Masimo Systems.

**C6.3.c. *Masimo System Service Packs.*** Masimo Systems may include third-party software products. Suppliers of such third-party software may periodically release Updates for such third-party software. Masimo will validate and install these Updates remotely on a periodic basis if the Updates are required to maintain the integrity of the Masimo Systems.

**C6.3.d. *Masimo System Software Restoration.*** Should the Customer's Product require restoration of Masimo Systems software, Masimo will restore Masimo Systems software remotely if Customer's operating environment permits. Customer is responsible for verifying that the hardware is operational prior to such restoration.

**C6.3.e. *Hardware Repair & Replacement.*** Masimo will repair or replace any hardware that fails during the Service Period due to workmanship at no additional charge to customer, as long as replacement hardware is available and subject to the exclusions set forth under this Service section. If Masimo determines that the Product cannot feasibly be repaired and replacement parts or products are not available, Masimo will configure a replacement Masimo System, and ship the replacement Product to the Customer. Each party, under this section, shall bear its own shipping costs. On-site installation of the repaired or replaced hardware is only included as part of this Service. Customers are entitled to Masimo Systems replacement with newly released Masimo Systems hardware if current hardware does not support either Updates or Upgrades.



## **Schedule D**

### **Masimo Systems Installation Services Addendum**

The following Exhibits are attached and incorporated into this Masimo Systems Installation Services Addendum:

- Exhibit A – Project Implementation Scope
- Exhibit B – Installation Services Pricing
- Exhibit C – Customer Locations and Contacts
- Exhibit D – Masimo Contacts
- Exhibit E - Definitions, in which capitalized terms used in this Addendum are defined

#### **D1 Services.**

- D1.1 Masimo shall provide the Masimo Systems Installation Services (“Services”) in accordance with this Addendum and any applicable Exhibits. Services will be performed during Business Hours except to the extent that Customer and Masimo mutually agree otherwise. Customer shall pay for the Services and expenses pursuant to Section D6 of this Addendum and as specified in the applicable Services Exhibit.

#### **D2 Services Change Orders.**

- D2.1 Customer may at any time notify Masimo in writing that it desires to modify an Exhibit. If Masimo is willing in its sole discretion to accept such modifications, it shall promptly prepare and submit to Customer a Change Order to the applicable Service Exhibit proposing the terms and price under which such changes will be made. If Customer accepts such Change Order, Customer shall issue a Purchase Order to Masimo within five (5) Business Days after the date of the Change Order. The terms of this Addendum and or applicable Exhibit shall be deemed amended and shall become a part of this Addendum. If Customer does not accept the Change Order in writing within five (5) Business Days, then the Change Order shall be of no force or effect.

#### **D3 Purchase Orders.**

- D3.1 Customer may acquire Services by submitting a Purchase Order to Masimo referencing this Addendum. Each Purchase Order shall be issued pursuant to the applicable Exhibit(s) which details the work to be performed and the prices. No Purchase Order shall be binding unless acknowledged and accepted in writing by Masimo.
- D3.2 No terms in any Purchase Order shall amend or supplement the terms of this Addendum.

#### **D4 Estimated Schedule.**

- D4.1 Masimo shall make commercially reasonable efforts to complete the Services in accordance with the project schedule developed during the project kick-off meeting. Customer acknowledges that the project schedule is an estimate only and that Masimo shall have no liability hereunder and shall not be deemed to be in breach hereof for any failure to complete the Services in accordance with the project schedule. Customer further acknowledges that the schedule depends upon and assumes that Customer will perform all of its obligations under project schedule.

#### **D5 Work Product.**

- D5.1 Masimo shall own all Work Product developed in performing the Services. Without limiting the generality of the foregoing, any software or documentation included in the Work Product, including without limitation any Software or Documentation that are modified, enhanced or customized under this Addendum or any Exhibit (collectively, “Developed Software” and “New Documentation,” respectively) shall be deemed to be part of the Masimo Software or Documentation, as the case may be except that: (i) Developed Software is provided AS IS, without any warranties whatsoever, and (ii) Customer may not be entitled to receive any Services with respect to the Developed Software and shall have no rights with respect thereto under any Masimo Service Agreement

**D6 Payment for Additional Charges Not Included in Schedule C, Section C1.7.**

- D6.1 Masimo shall invoice Customer (i) upon completion of a Network Performance Summary Report (Masimo Systems Network Pre Installation and Installation Fee) and (ii) upon installation of the Products, if any additional charges are incurred. Payment terms are net thirty (30) calendar days from invoice date based on Customer meeting Masimo credit requirements. Service charges of 1½% per month or the maximum rate permitted by law, if lower, may be charged on past due amounts.
- D6.2 Payments. All payments required by this Addendum are stated and shall be made in United States dollars. Payment may be made only by check or by electronic funds transfer (EFT) via automated clearing house (ACH), or by wire transfer. Each party will provide any required banking information to effect payment, and bear its own bank service charges. If Payment is made by check, it shall be sent to Masimo at the return address printed on Masimo's invoice, and shall be deemed made only upon receipt by Masimo at that address.

**D7 Installation Limited Warranty.** ALL SERVICES ARE PROVIDED AS IS. MASIMO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SERVICES PERFORMED HEREUNDER.

**Exhibit A**  
**Project Implementation – Scope of Work**

- 1) Site Survey – Masimo Systems Network Pre Installation and Installation Fee (Planning and System Configuration Architecture).**
- 2) Project Implementation – Scope.**
  - a) The scope of work (“SOW”) of this engagement provides Installation Services (“Services”) by Masimo to implement a Masimo Systems (“Masimo Systems”) at the Customer site. Activities associated with this implementation project will be conducted both at Customer’s data center and remotely via VPN (or equivalent).
- 3) Project Kickoff.**
  - a) During the Project Kickoff Phase:
    - i) **Masimo and Customer** are responsible for assigning project managers, or equivalent, to oversee the project. The objectives of the project kick-off meeting are the following:
      - (1) Define project scope
      - (2) Detail project deliverables
      - (3) Identify and assign key resources to complete project deliverables
      - (4) Identify and assign key resources to develop a continuous patient monitoring protocol
      - (5) Establish timeframes to complete project deliverables
      - (6) Generate overall project plan
      - (7) Agree on the Change Management Process
- 4) Planning and System Configuration Architecture (Pre Installation).**
  - a) During the Planning and Architecture phase,
    - i) **Masimo will:**
      - (1) In the case where wireless networks are being used, conduct a wireless site survey.
      - (2) Perform network performance testing. This testing, to be summarized in the Network Performance Summary Report, involves the following:
        - (a) 24 hour Ping Test that tests the network availability, network latency and packet loss
        - (b) 24 hour Clinical Impact Analysis that quantifies the overall impact of network performance on the Masimo Systems performance.
        - (c) Signal strength Heat Map
        - (d) Signal-to-Noise Heat Map
        - (e) Interference Heat Map
        - (f) Client disconnect summary
    - ii) **Customer will provide Masimo:**
      - (1) Access to the applicable areas to be tested
      - (2) Network settings for test equipment
      - (3) With a scaled architectural floor plan, in a digital format (.bmp, .dib, .dwg, .dxf, .emf, .gif, .vsd, .jpg or .wmf), for all areas intended to provide wireless coverage for the Masimo Systems Application.
  - b) System Configuration and Architecture Requirements
    - i) The objectives of the System Configuration Requirements are for the Customer to provide the details for Masimo personnel to configure and test the purchased Masimo Systems components. The Masimo project manager will provide a questionnaire to the Customer project manager, or equivalent, for completion. It is the responsibility of the Customer to complete the applicable sections of the questionnaire. Completion of this document is required for Masimo to configure and test the applicable system components prior to shipping.
    - ii) Information technology networks provided by Customer must meet the following minimum network performance requirements:
      - (1) Wireless Networks
        - (a) Network Availability: greater than or equal to 99.9%
        - (b) Packet Loss: less than 2%
        - (c) Wireless Latency: less than 100ms (stationary use)

- (d) IEEE 802.11a Access Point Overlap; or
  - (i) Greater than 20% Access Point overlap
  - (ii) Greater than -67 db signal strength at Access Point Peripheral
  - (iii) Greater than 20 db Signal-to-Noise ratio
  - (iv) Recommended 20 db channel separation to minimize co-channel interference
  - (v) Security: minimum WPA-PSK
- (e) IEEE 802.11b/g Access Point Overlap:
  - (i) Greater than 15% Access Point overlap
  - (ii) Greater than -67 db signal strength at Access Point Peripheral
  - (iii) Greater than 20 db Signal-to-Noise ratio
  - (iv) Recommended 20 db channel separation to minimize co-channel interference
  - (v) Security: minimum WPA-PSK
- (2) Hardwired Networks
  - (a) Hardwired Latency: less than 30 ms
    - (i) Network Availability: greater than or equal to 99.9%
    - (ii) Packet Loss: less than 2%

## 5) Customer's Responsibilities.

### a) General.

- i) Customer shall make available in a timely manner at no charge to Masimo all technical data, computer facilities, programs, files, documentation, test data, sample output and suitable office accommodations required by Masimo for the performance of the Services. Customer will be responsible for and assumes the risk of any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall be responsible for the use of the Product and for assuring that the Masimo Systems Medical Appliance and Software are appropriate to achieve Customer's intended results.
- ii) Provide access to facilities, systems, personnel and respond to all requests for information required to complete installation
- iii) Configuring a VPN account(s) for Masimo to minimally access the applicable Masimo Systems which may include the Medical Appliance, Masimo Systems Views, Masimo Notification System, and Masimo wired and wireless bridge clients, and to push and pull files. Masimo is responsible for testing the VPN access to ensure functionality.
- iv) Provide a virtual private network (VPN) connection to each Masimo Systems Medical Appliance is required. Customer will provide a VPN connection for each Masimo Systems Medical Appliance. Masimo may not access, transmit, copy or use any data from the Masimo Systems Medical Appliance except as is necessary to provide Product enhancements, warranty service, support and the development of new algorithms and products. Masimo may access, copy and use any de-identified data from the Masimo Systems Medical Appliance provided Masimo complies with applicable HIPAA requirements.

### b) Network.

- i) Available network outlets by each bedside for bedside instruments
- ii) Power outlets at the bedside for Masimo equipment
- iii) Applicable hospital network configuration
- iv) 2-U of rack space, network access and back-up power for each Masimo Systems Medical Appliance in the IT Data Center
- v) Back-up power for the Masimo Systems Medical Appliance(s)
- vi) Space in the clinical area for the SafetyNet View(s), if applicable.
- vii) Network access and back-up power for the SafetyNet View, if applicable.
- viii) Space to mount the Masimo Notification System, if applicable.
- ix) Network access and back-up power for the Masimo Notification System, if applicable.

### c) Facility.

- i) Installation of cabling and network jacks
- ii) Mounting of bedside instrument wall mounts
- iii) Installation of the Masimo Systems Medical Appliance in the IT Data Center
- iv) Mounting of the SafetyNet Paging Transmitter, if applicable.

- v) Installation of additional power outlets
- vi) Providing bedside instrument clinical settings

**d) Remediation Activities.**

- i) Any and all remediation activities or any work beyond this SOW required to meet Masimo Systems minimal performance requirements are the sole responsibility of the Customer, including all costs incurred to complete such remediation
  - (1) Masimo shall document and notify Customer of any and all deficiencies identified during this SOW.
  - (2) If mutually agreed upon, Masimo will issue Customer a Change Order specifying any additional work required to be conducted by Masimo to assist Customer in remediation process or Customer has the option to use its own 3<sup>rd</sup> party contractor or consultant to implement remediation.
  - (3) Customer shall notify Masimo when remediation is completed.
- ii) Customer will issue Masimo a Purchase Order for the remediation, if performed by Masimo, and to retest network to validate remediation has corrected the identified deficiency
  - (a) Masimo will conduct, at its sole discretion, all or some of the Network Performance dependent upon the extent of remediation.

**e) Development of Continuous Patient Monitoring Protocol.**

- i) Customer to identify and assign key resources to develop continuous patient monitoring protocol for those care areas for which Masimo Systems will be installed.
- ii) Customer to educate all necessary personnel on the continuous patient monitoring protocol prior to go-live activities.
- iii) Customer to implement the continuous patient monitoring protocol as part of go-live activities.
- iv) Go-live activities will occur only after the creation of a continuous patient monitoring protocol, and personnel education and protocol implementation as detailed in items ii and iii

**6) Installation and Acceptance.**

- a) Installation shall begin upon mutual agreement:
  - i) The Customer's facility and network meet Masimo Systems Install specifications; and
  - ii) Installation pricing if changes were required as a result of findings discovered in Section 3; and
  - iii) Scheduling
- b) During the Installation Phase, Masimo will:
  - i) Perform Masimo Systems Installation which includes:
    - (1) Perform tuning and remediation as necessary
    - (2) Upon completion of the Installation Services as described herein, Customer shall sign the Masimo Systems Installation Checklist as an acknowledgment that such services have been completed

**7) Out Of Scope.**

- a) The following work is defined as out of scope for this project:
  - i) Any and all Customer Network remediation activities
  - ii) Tuning network performance
  - iii) Unpacking and Racking Hardware

**8) Assumptions.**

- a) TBD

**9) Additional Provisions.**

- a) Change Procedure: Any changes and/or modification to this SOW must be done in writing and approved by both Masimo and Customer. Changes may result in a change to the service fees associated with this SOW. Should the changes result in additional time or material, Masimo will provide to Customer in writing an estimate cost for approval before such costs are incurred. Change requests are to be communicated via the assigned project managers, or equivalent, on the **Masimo** and **Customer** side.

**Exhibit B**  
**Installation Services Pricing**

- 1) Masimo Systems Network Pre Installation and Installation Fee (Planning and System Configuration Architecture).**
  - a) Pre Installation Site Survey Fee
  - b) Prior to installation and final Masimo Systems pricing, Customer shall pay amounts exceeding the values in Schedule C, Section C1.7 for Site Surveys, when required.
  - c) The Site Survey fee, when required, includes travel and expenses for a single trip and up to five (5) days of on-site evaluation and validation of Customers network. For multiple floors the aforementioned is multiplied by the number of floors.
  - d) Upon mutual agreement of Masimo's network evaluation, Masimo Systems Price and Installation Fees shall be revised to reflect the correct configuration, number of days for the Masimo Systems Installation, and Customer's additional costs, if any
- 2) Installation Fee.**
  - a) Schedule C, Section C1.7 includes installation of the Masimo Systems at \$350 per bed, or a minimum of \$5,000, per Masimo Systems Medical Appliance (or as otherwise revised per Schedule C, Section C1.7 of the Deferred Equipment Agreement). The \$350 per bed, or a minimum of \$5,000 fee includes travel and expenses and up to five days of on-site installation services. For multiple care areas, the aforementioned is multiplied by the number of Masimo Systems Medical Appliances. Should Customer opt to use a wireless connectivity that is not captured in Schedule C, Section C1.7, a fee of \$150 per bed shall apply.
- 3) Pre Installation Site Survey and Installation Start Dates.**
  - a) Pre Installation Site Survey
    - i) Masimo shall perform the Pre Installation Site Survey within ten (10) days after execution of this Deferred Equipment Agreement.
    - ii) In the event that there are corrective actions required by the Customer as a result of Masimo's completion of the Site Survey, Customer shall remedy said corrective actions as defined by Masimo with in thirty (30) days of the Site Survey completion.
    - iii) Delays in remedying the corrective actions that are not mutually agreed upon may result in additional fees.
- 4) Installation Services.**
  - a) Masimo shall perform the Installation Services according to the dates agreed upon in the Project Plan or at an updated date following Customer's remedy of the corrective actions.
- 5) Purchase Price and Payment Schedule.**
  - a) Additional services beyond this project can be contracted by Customer at a rate of \$350 per hour plus travel and expenses unless otherwise agreed to by Customer.

**Exhibit C**  
**Customer Locations and Contacts**

**Primary Data Center Location:**

Customer	
Address	
City, State, Zip	

**Target Data Center Location**

Customer	
Address	
City, State, Zip	

**Customer Contact Information**

**Project Manager**

Name	
Office Number	
Cell Number	
E-mail address	

**Administrator**

Name	
Office Number	
Cell Number	
E-mail address	

**Exhibit D  
Masimo Contacts**

**Project Manager**

Name	
Office Number	
Cell Number	
E-mail address	

**Installation Services Engineer**

Name	
Office Number	
Cell Number	
E-mail address	

**Software Support Services**

Name	Help Desk
E-mail address	Email:

**District Sales Manager**

Name	
Office Number	
Cell Number	
E-mail address	

**Technical Sales Engineer**

Name	
Office Number	
Cell Number	
E-mail address	



**Exhibit E**  
**Definitions**

<b>Term</b>	<b>Definition</b>
Business Day	Monday through Friday, excluding Masimo recognized holidays.
Business Hours	9:00 am to 6:00 pm, local time (at Customer's facility), Monday through Friday, excluding holidays recognized by Masimo.
Change Order	A document that describes a modification to current Service Exhibit and as applicable any changes to the terms, schedule and price.
Documentation	The Software and related documentation.
Parties	Masimo and Customer.
Party	Masimo or Customer.
Premium Time	Any time in excess of ten (10) hours spent by any Masimo personnel providing Services hereunder on any calendar day and any time worked by any Masimo personnel in providing Services hereunder on Saturday, Sunday or any holiday recognized by Masimo.
Purchase Order	Customer's ordering document that commits Customer to purchase and pay for Services in accordance with this Addendum.
Services	The services to be performed as identified in the applicable Services Exhibit.
Services Exhibit	Any implementation plan, Services addendum, statement of work or other exhibit attached as of the date of this Addendum or as to which the parties shall mutually agree in writing from time to time during the term specified in this Addendum, which describes Services to be provided by Masimo to Customer.
Standard Overtime	Any time spent by Masimo personnel providing Services hereunder outside of Business Hours and Premium Time.
Work Product	Collectively, all inventions, discoveries, improvements and other patentable subject matter, writings, works and other copyrightable subject matter, trade secrets, trademarks and/or other data, information or matter (such as test data, test results, benchmark data and studies, know how and/or show how) that is created by or for Masimo or for which Masimo is otherwise responsible hereunder, constituting deliverables hereunder or otherwise developed by Masimo for Customer in the course of performing the Services or under funding of this Addendum, whether produced solely or jointly with others.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 10</b>						
<b>Corporate/Business Entity Name:</b>		Masimo Americas, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		52 Discovery		<b>Website:</b> <a href="http://www.masimo.com">www.masimo.com</a>		
<b>City, State and Zip Code:</b>		Irvine, CA 92618		<b>POC Name:</b> Thomas Mitchell <b>Email:</b> <a href="mailto:tmitchell@masimo.com">tmitchell@masimo.com</a>		
<b>Telephone No:</b>		(949) 297-7000		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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

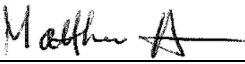
**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

**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	Matthew Anacone _____ Print Name
President, Sales Americas _____ Title	November 03, 2023 _____ Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b>	<b>Molecular Master Agreement with Abbott Laboratories Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Molecular Master Agreement with Abbott Laboratories Inc. for the lease of equipment and purchase of related disposables; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000707000	Funded Pgm/Grant: N/A
Description: Lease of two Abbott Alinity M instruments on the UMC campus and purchase of related disposables	
Bid/RFP/CBE: NRS 332.115(4) (goods commonly used by a hospital) & 450.530 (GPO-HPG)	
Term: Five years	
Amount: Not-to-Exceed \$932,038.83 annually or \$4,660,194.15 in aggregate	
Out Clause: UMC has the right to terminate the Agreement with 90 days' prior written notice, subject to the payment of a reimbursement fee, with said fee decreasing the further into the term the termination occurs.	

**BACKGROUND:**

This request is for UMC to enter into the Molecular Master Agreement with Abbott Laboratories Inc. (“Abbott”) where, as a part of the Agreement, Abbott will provide two Alinity M fully integrated and automated molecular diagnostics analyzers. The Alinity M systems, which will be located and operated on the UMC Main Campus, allow for rapid turnaround times for assays and will be replacements for existing LDT instrumentation. As a part of the Agreement, UMC will purchase related disposables.

The term of the Agreement is five years from the effective date. The Agreement may be terminated upon 90 days' prior written notice after the second contract anniversary date without penalty.

This request is in compliance with NRS 450.525 and NRS 450.530. Attached is a statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Cleared for Agenda  
February 19, 2025

Agenda Item #

**ABBOTT MOLECULAR MASTER AGREEMENT – SIGNATURE PAGE**

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

<b>Billing Address:</b>	
Primary Customer Number/Sold To	50286244
Customer Name	University Medical Center of Southern Nevada ("Customer")
Address	1800 W Charleston Blvd
City, State, ZIP	Las Vegas, NV 89102
Phone	
E-mail Address:	
Purchase Order No.	
Sales Rep, Territory	Tina Kuretech
Contract Term	5 Years
National Account Affiliation	HealthTrust K5979

Customer identified above ("Customer") and Abbott Laboratories Inc. ("Abbott") agree to enter into this ABBOTT MOLECULAR MASTER AGREEMENT, including this Signature Page, the General Terms and Conditions, and the Exhibits, all as identified below, and as may be amended from time to time (collectively, the "Agreement"). By signing below through their duly authorized representatives, Abbott and Customer agree to be legally bound by the Agreement as of the Effective Date (defined below).

**AGREEMENT (included in Agreement if checked)****TERMS AND CONDITIONS**

- ☒ General Terms and Conditions  
☐

**EXHIBIT(S)**

- ☒ Abbott Owned Equipment Terms and Conditions Exhibit  
☒ Services Terms and Conditions Exhibit  
☒ Service Package Attachment  
☒ Price Exhibit(s)  
☐ Membership Exhibit

THE PARTIES HAVE AGREED TO AND ACCEPTED THIS AGREEMENT:

CUSTOMER:

ABBOTT LABORATORIES INC.:

DocuSigned by:

  
7D2814790471464...

Signature:

Signature:

Ellia Sun

Printed Name: Mason Van Houweling

Printed Name:

Business Manager

Title: Chief Executive Officer

Title:

2/7/2025

Date:

Date:



## ABBOTT MOLECULAR MASTER AGREEMENT – GENERAL TERMS AND CONDITIONS

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

1. **TERM.** This Agreement is made and entered into by University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, ("Customer") and Abbott Laboratories Inc. ("Abbott") and shall become effective on the last date of signature by a party hereto ("Effective Date"). "Contract Term" means the period commencing on the Effective Date and continuing for the period set forth as the contract term in the header of this Agreement.
2. **PRODUCTS.** Abbott shall make available to Customer, and, if applicable, to the member(s) listed on the attached Membership Exhibit, the products listed on the attached Abbott Molecular Price Exhibit ("Price Exhibit"), as may be amended in accordance with this Agreement ("Products"), at the initial prices set forth therein.
3. **EQUIPMENT.** Any equipment supplied by Abbott to Customer under this Agreement is referred to herein as "Equipment".
  - A. Abbott agrees to provide Customer, for Customer's use, the Equipment owned by Abbott and specifically identified on the Price Exhibit ("Abbott Owned Equipment"). Customer agrees to (a) accept the Abbott Owned Equipment and comply with the terms and conditions in the attached Abbott Owned Equipment Terms and Conditions Exhibit and (b) commencing on the date of installation of the Abbott Owned Equipment and on a monthly basis thereafter, pay the rental fee for such Abbott Owned Equipment as set forth in the Price Exhibit ("Equipment Rental Fee"). On or about the Effective Date, Customer shall issue a purchase order to Abbott in the amount of the aggregate Equipment Rental Fees anticipated for the duration of the Term, and Abbott shall invoice Customer for the Equipment Rental Fee on a monthly basis. The Equipment Rental Fee shall in no event be deemed an equitable deduction from the then-current Equipment list price.
  - B. The Abbott Owned Equipment Terms and Conditions Exhibit does not apply to any Equipment owned by the Customer and specifically identified on the Price Exhibit ("Customer Owned Equipment"). Title to any Customer Owned Equipment as of the Effective Date shall transfer to Customer upon delivery and installation of such Customer Owned Equipment.
4. **SERVICES.** The Services Exhibit attached to the Services Terms and Conditions Exhibit provides a description of Abbott's generally available service packages (each, a "Service Package"), some of which may not be available in Customer's geographical location. If Customer purchases a Service Package pursuant to this Agreement, as set forth in the Price Exhibit, Customer agrees to (a) comply with the terms and conditions in the attached Services Terms and Conditions Exhibit and (b) commencing on the date of installation of the Abbott Owned Equipment and on a monthly basis thereafter, pay one-twelfth (1/12) of the service fee for such Service Package set forth in the Price Exhibit ("Monthly Service Fee"). On or about the Effective Date, Customer shall issue a purchase order to Abbott in the amount of the aggregate Monthly Service Fees anticipated for the duration of the Term, and Abbott shall invoice Customer for the Monthly Service Fee on a monthly basis. Any services contemplated in a Service Package that Customer purchases pursuant to this Agreement are referred to herein as "Services."
5. **PRODUCT ALLOCATION AND DISCONTINUATION.** Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees to each of the following independent conditions: (a) at any time and from time to time, Abbott may have limited inventory or no inventory of one or more Products and/or Equipment; (b) Abbott shall not incur any liability to Customer for any failure to supply or any delayed supply of Products and/or Equipment; (c) Abbott reserves the right, in its sole discretion and without liability, to allocate supply of the Products and/or Equipment and/or to immediately discontinue supplying any Product ("Discontinued Product"); and (d) any such action or inaction by Abbott described in clauses (a) to (c) will not constitute a breach by Abbott under this Agreement. If a replacement for the Discontinued Product is available, Abbott may supply such replacement product subject to the terms and conditions of this Agreement, provided that the parties mutually agree upon the price for the replacement product. If (i) a replacement for the Discontinued Product is not available or the parties are unable to reach agreement with respect to the price for a replacement product and (ii) Customer purchases substitute product from a third party, then the parties will reduce the Semi-Annual Purchase Commitment to reflect the substitute product purchased by Customer from a third party during such period of unavailability, provided that such quantities are reasonable in light of historical Customer demand.
6. **PURCHASE COMMITMENT.** Each successive six (6)-month period during the Term, beginning on the Effective Date, Customer shall purchase from Abbott, for each Product, at least one-half (1/2) of the annual volume set forth on the Price Exhibit and at least one-half (1/2) of the annual purchase commitment set forth on the Price Exhibit (collectively, "Semi-Annual Purchase Commitment").
  - A. If Customer does not, or notifies Abbott it does not intend to, fulfill the Semi-Annual Purchase Commitment for any successive six (6)-month period during the Term ("Non-Compliance Period"), then, without need of a formal amendment to this Agreement, Abbott, in its sole discretion, may (i) charge Customer an amount equal to the shortfall between the actual aggregate price paid for Products during the Non-Compliance Period and the Semi-Annual Purchase Commitment applicable to the Non-Compliance Period; (ii) terminate this Agreement; (iii) and/or consider and implement other measures to remedy the Semi-Annual Purchase Commitment shortfall, provided such remedy is in conformance with the remainder of this Agreement.
  - B. On an annual basis beginning after the first Contract Anniversary, Customer or Abbott may request a meeting to review all aspects of the business relationship, including but not limited to, Customer's utilization and satisfaction of the Semi-Annual Purchase Commitment. "Contract Anniversary" means the first day of each consecutive twelve (12) month period commencing on, but excluding, the Effective Date hereof.
7. **DISCLOSURE.** Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to Customer constitute a discount under applicable law (42 U.S.C. Section 1320a-7b(3)(A)). Upon Customer's written request, Abbott shall provide detail pertaining to such discounts and the allocation of total net purchase dollars for Products, Equipment, services and miscellaneous purchases, as applicable. Customer may have an obligation to report such discounts to any State or Federal program that provides reimbursement to Customer for the items to which the discount applies, and, if so, Customer must fully and accurately report such discounts. Further, Customer should retain invoices and other price documentation and make them available to Federal or State officials upon request.
8. **TERMINATION.**
  - A. Either party may terminate this Agreement at any time by providing the other party at least ninety (90) days' prior written notice.
  - B. If Customer elects to terminate this Agreement pursuant to Section 8A before the second Contract Anniversary, Abbott shall invoice Customer for, and Customer shall pay to Abbott, a reimbursement fee equal to (i) three times the Annual Purchase Commitment, plus (ii) if Customer has purchased a Service Package pursuant to this Agreement, fifty percent (50%) of the Monthly Service Fees applicable to the remaining calendar months of the remaining year. Customer acknowledges and agrees that any such payment represents reasonable compensation to Abbott for its losses and expenses resulting from Customer's early termination of this Agreement and is not a penalty.
  - C. If Customer elects to terminate this Agreement pursuant to Section 8A after the second Contract Anniversary, Abbott shall invoice Customer for, and Customer shall pay to Abbott, a reimbursement fee equal to (i) the Semi-Annual Purchase Commitment applicable to the remaining calendar months of the Term, plus (ii) if Customer has purchased a Service Package pursuant to this Agreement, fifty percent (50%) of the Monthly Service Fees applicable to the remaining calendar months of the Term. Customer acknowledges and agrees that any such payment represents reasonable compensation to Abbott for its losses and expenses resulting from Customer's early termination of this Agreement and is not a penalty.
  - D. If either party breaches this Agreement, the non-breaching party may, in addition to all of its other rights and remedies, and in its sole discretion and without further liability, immediately terminate this Agreement and/or Abbott may repossess the Abbott Owned Equipment with a forty-five (45) day notice.
9. **PRICE; PRICE ADJUSTMENTS.** During the Term, subject to any price adjustments contemplated in this Agreement, the prices for the Products, Equipment and Services will be as set forth in the Price Exhibit. During the Term, subject to any price adjustments contemplated in this Agreement, the prices for the Products, Equipment and Services will be as set forth in the Price Exhibit. At any time and from time to time after the first Contract Anniversary, Abbott may, upon thirty (30) days' prior written notice, increase Product and/or Service prices by a percentage equal to three (3) percent. If Customer believes that any invoice includes an error, Customer must notify Abbott in writing no later than one (1) year following the date of the applicable invoice.
10. **CONFIDENTIALITY.** The terms of this Agreement are confidential, and Customer shall not disclose such terms to any third party without Abbott's prior written consent, provided that Customer shall be permitted to disclose the terms of this Agreement to the extent required by applicable law or as reasonably required by Customer's attorneys, accountants and other professional advisors who are under an obligation of confidentiality to Customer. If the terms of this Agreement are required to be disclosed by applicable law or other judicial requirement or governmental action, as evidenced by advice of legal counsel, Customer shall promptly notify Abbott of the request as far in advance of its disclosure as is reasonably possible, practicable and legally permissible to permit Abbott to obtain a protective order or take other responsive action. Customer shall cooperate with Abbott in seeking a protective order or other restrictions on disclosure and



## ABBOTT MOLECULAR MASTER AGREEMENT – GENERAL TERMS AND CONDITIONS

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

- shall at all times take such precautions as are reasonable to maintain the confidentiality of such terms of the Agreement. The provisions of this Section shall survive termination or expiration of this Agreement.
11. **PAYMENT TERMS.** Payment terms are net thirty (30) days from the date of invoice.
  12. **SHIPPING AND HANDLING.** Shipping and handling charges are prepaid and added to each invoice; such charges may increase from time to time. Abbott shall ship Products Free On Board (FOB) origin. Title to the Products shall pass from Abbott to Customer upon Abbott's delivery of the Product to the carrier.
  13. **TAXES.** If Customer is tax-exempt, Customer shall provide a tax-exempt certificate to Abbott on or prior to the Effective Date. If Customer is not tax-exempt, Customer shall be responsible for all federal, state and local taxes related to the use, possession, ownership and/or lease of any Product or Equipment. Customer shall promptly reimburse Abbott for any such tax paid by Abbott. Notwithstanding anything contained in this Agreement to the contrary, Abbott acknowledges that Customer, as a county-owned entity, is tax-exempt and, therefore, no further documentation is required from Customer to evidence such status.
  14. **PRODUCT ACCEPTANCE AND RETURNS.** No later than three (3) business days after delivery of any Product and/or Equipment, Customer shall provide written notice to Abbott of (a) any discrepancy between the type or quantity of Product and/or Equipment ordered and the type or quantity of Product and/or Equipment delivered and (b) any failure of such Product and/or Equipment to materially comply with the warranty set forth in Section 16 below. If Customer does not provide such written notice within such period, Customer shall be deemed to have accepted such Product and/or Equipment.
  15. **PRODUCT PERFORMANCE.** Customer shall direct all questions regarding the order, shipment, delivery or performance of any Product or Equipment to Abbott Customer Service at 1-800-553-7042. If Abbott instructs Customer to return the Product, Customer shall label and ship the Product in accordance with Abbott's instructions; Abbott reserves the right to reject any returns that are not labelled and shipped in accordance with such instructions.
  16. **WARRANTY.** Abbott represents and warrants that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will, at the time of such delivery: (a) materially conform to published specifications set forth in the applicable Abbott package insert(s) for such Product; (b) not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act; and (c) be of good quality and free from defects in materials and workmanship. Except as to warranties specifically set forth in this Section, the only other warranties made by Abbott with respect to Products are those specifically and expressly stated as warranties in the Abbott package insert specifications. The only warranties made by Abbott with respect to Equipment are those specifically and expressly stated as warranties in the Abbott operator manuals and those contained in any applicable Service Package. ABBOTT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER. Notwithstanding the foregoing, any warranties provided by Abbott will not apply to any Product or Equipment if (i) it has been misused, altered, damaged or used other than in accordance with the applicable Abbott package insert and/or operator manual (including product dating); (ii) has been used in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use by Abbott with such Product or Equipment; (iii) if the serial or lot number of any Product or Equipment has been altered, defaced or removed; (iv) if any repair is attempted by personnel who has not been authorized by Abbott to perform such repair; or (v) if the Product or Equipment was purchased from an unauthorized distributor (clauses (i) – (v), collectively, "Warranty Exclusions"). If any Product does not comply with the warranty set forth in this Section and/or in the Products' package inserts and/or any Equipment does not comply with the warranty set forth in the Equipment's operator manuals, as Customer's sole and exclusive remedy, Abbott shall, at its discretion, (A) repair or replace the applicable Product or Equipment at no additional charge to Customer or (B) refund the purchase price for the applicable Product or Equipment.
  17. **AUTHORITY TO BIND MEMBERS.** Customer is executing this Agreement on behalf of itself.
  18. **DISCLAIMER.** Customer assumes all risk for the suitability of the test results obtained by using any Product and/or Equipment hereunder, and the consequences which flow therefrom. Customer assumes all risk when any of the Warranty Exclusions apply to the Products and/or Equipment. To the full extent permitted by applicable law, Abbott's maximum aggregate and total liability for all claims under this Agreement is limited to the amount paid to Abbott by Customer for the Products, Equipment and/or Services giving rise to the claim. IN NO EVENT SHALL ABBOTT OR ITS AFFILIATES BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR LOST BUSINESS, OR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF PRODUCTS, EQUIPMENT OR SERVICES OR ANY FAILURE BY ABBOTT OR ITS AFFILIATES TO SUPPLY PRODUCTS, EQUIPMENT OR SERVICES.
  19. **USE OF PRODUCTS.** The Products and Equipment purchased or rented under this Agreement are for Customer's own use and not for resale or distribution to any third party. Customer agrees not to (a) resell any Product or Equipment; (b) use any Product past its expiration date; or (c) use any Product or Equipment in any manner inconsistent with its intended use. Abbott requires right to terminate the agreement in the event of Customer's non-compliance with such restrictions, upon a thirty (30) day notice.
  20. **ASSIGNMENT.** Neither party may assign or transfer this Agreement without the other party's prior written consent, except that Abbott may assign this Agreement to an Affiliate without Customer's consent. Customer may not transfer any Abbott Owned Equipment without Abbott's prior written consent. "Affiliate" means, with respect to either party, a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. As used herein, the term "control" means possession of direct or indirect power to order or cause the direction of the management and policies of a corporation or other entity whether (a) through the ownership of more than fifty percent (50%) of the voting securities of the other entity or (b) by contract, statute, regulation or otherwise.
  21. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, excluding choice of law provisions. Subject to Section 22 (Dispute Resolution), for any legal action relating to this Agreement, the parties consent to the exclusive jurisdiction and venue of the federal courts of the District of Nevada and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Clark County, Nevada, U.S.
  22. **DISPUTE RESOLUTION.** Intentionally omitted.
  23. **FORCE MAJEURE.** Neither party shall be liable for any failure to perform hereunder (other than the payment of money) due to events outside the affected party's reasonable control, including strikes (legal or illegal), lockouts, fires, floods, or water damage, epidemics, riots, government acts or orders, interruption of transportation, or inability to obtain material upon reasonable prices or terms (any such event, a "Force Majeure Event").
  24. **WAIVER.** The waiver by either party of any breach of any provision of this Agreement by the other party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself.
  25. **INDEPENDENT CONTRACTORS.** The parties are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the parties. No party has the authority to bind or act on behalf of any other party except as otherwise expressly stated in this Agreement.
  26. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into by and for the sole benefit of the enumerated parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any third party or to otherwise create a third-party beneficiary under this Agreement.
  27. **SEVERABILITY.** If any provision, right or remedy provided for herein is determined to be invalid, void or unenforceable by a tribunal authorized under the terms of this Agreement to adjudicate an issue, the validity and enforceability of the remaining provisions will not be affected thereby.
  28. **SURVIVAL.** The terms set forth in Sections 8B (Termination), 10 (Confidentiality), 18 (Disclaimer), 21 (Governing Law; Venue), 22 (Dispute Resolution) and 29 (No Publicity) and any other provision that by its nature is intended to continue beyond expiration or termination of this Agreement will survive expiration or earlier termination of this Agreement.
  29. **NO PUBLICITY.** Neither Party shall use the other Party's or its Affiliates' names, logos or other indicia in any publicity, advertising, announcement, brochure, customer list or website, in any media now known or hereinafter invented, without prior written consent from the non-requesting Party or its designee.
  30. **NOTICES.** Notices regarding this Agreement shall be given as follows:



## ABBOTT MOLECULAR MASTER AGREEMENT – GENERAL TERMS AND CONDITIONS

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

To Abbott:  
ABBOTT LABORATORIES INC.,  
Abbott Molecular Contracts & Pricing  
1300 East Touhy Avenue, Suite 300W  
Des Plaines, Illinois 60018

With a copy to:  
ABBOTT LABORATORIES INC.  
Abbott Molecular Legal Department  
1350 E. Touhy Avenue, Suite 300W  
Des Plaines, IL 60018

To Customer:  
University Medical Center of Southern Nevada  
ATTN: Legal Department  
1800 W Charleston Blvd  
Las Vegas, NV 89102

### 31. EMERGENCY USE AUTHORIZATION.

- A. The 09N7895 Alinity m SARS-CoV-2 AMP Kit, 09N7885 Alinity m SARS-CoV-2 CTRL Kit, 09N7996 Alinity m Resp-4-Plex AMP Kit and 09N7986 Alinity m Resp-4-Plex CTRL Kit products sold under an EUA] (collectively, the "EUA Products") have not been U.S. Food and Drug Administration ("FDA") cleared or approved but have been authorized for emergency use by the FDA under an Emergency Use Authorization ("EUA") for use by authorized laboratories. Abbott's obligation to supply any EUA Product hereunder is contingent upon such EUA Product being commercially available in the U.S. market pursuant to continued regulatory authorization from the FDA in accordance with Section 564 of the Federal Food, Drug, and Cosmetic Act ("FDCA"), 21 U.S.C. § 360bbb-3, or clearance or approval by the FDA as an in vitro diagnostic. Abbott is permitted at any time, in its sole discretion, to substitute any EUA Product with FDA cleared or approved Product.
- B. Under the applicable EUA and the associated Letter of Authorization ("LOA"), the EUA Products are authorized by the FDA only for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of, as applicable, (i) COVID-19 or (ii) infection with the monkeypox virus, in each case, under FDCA § 564(b)(1), 21 U.S.C. § 360bbb-3(b)(1), unless the declaration is terminated or the authorization is revoked sooner (the "EUA Period"). During the applicable EUA Period, Customer shall use the EUA Products, or cause them to be used, in accordance with the applicable EUA and associated LOA, including, without limitation, ensuring the EUA Products are administered and used by competent and appropriately qualified personnel ("Qualified Personnel") in authorized laboratories operating under a CLIA Certificate of Registration, Certificate of Compliance or Certificate of Accreditation for moderate testing. Abbott reserves the right, in its sole discretion and without liability, to immediately discontinue the supply of any EUA Products upon the expiration of the applicable EUA Period.
- C. Customer shall comply with all applicable laws, including, without limitation, federal, state and local laws, regulations, regulatory guidance documents, accepted industry guidelines and the applicable EUA and associated LOA, relevant to Customer's use of the EUA Product, including, without limitation, any obligations related to Product labeling and advertising/promotion as well as notification of relevant public health authorities of Customer's intent to use the EUA Products prior to initiating testing. Customer shall report EUA Product test results to healthcare providers and relevant public health authorities as required by the applicable EUA and associated LOA. Customer shall, and shall cause its Qualified Personnel, to use the EUA Product only in accordance with the authorized labeling under the applicable EUA and associated LOA. Customer shall ensure that all Qualified Personnel shall: (a) have been appropriately trained in performing EUA Product testing and interpreting test results; (b) use appropriate personal protective equipment when handling the EUA Products; and (c) are provided training and monitored on an ongoing basis for quality compliance when performing testing using the EUA Products.
- D. In connection with each EUA Product, Abbott is providing Customer with the Fact Sheet for Healthcare Providers (the "HCP Fact Sheet") and the Fact Sheet for Patients (the "Patient Fact Sheet") available at [Alinity m Resp-4-Plex Assay](#) and [Alinity m SARS-CoV-2 Assay | Abbott Molecular](#). Customer shall include, or cause to be included, such HCP Fact Sheet and/or Patient Fact Sheet with all EUA Product test result reports to healthcare providers and patients, as applicable.
- E. Customer shall report to Division of Microbiology Devices / Office of Health Technology 7: Office of In Vitro Diagnostics / Office of Product Evaluation and Quality / Center for Devices and Radiological Health (via email: [CDRH-EUA-Reporting@fda.hhs.gov](mailto:CDRH-EUA-Reporting@fda.hhs.gov)) and Abbott (via email: [molecularsupport@abbott.com](mailto:molecularsupport@abbott.com)), in the case of any EUA Product for detection and/or diagnosis of COVID-19, any suspected occurrence of false positive or false negative results and, in the case of all EUA Products, any significant deviations from the established performance characteristics of the EUA Products of which Customer becomes aware. In the case of any EUA Product for detection and/or diagnosis of infection with the monkeypox virus, Customer shall have a process in place to track adverse events and report to Abbott (via email: [molecularsupport@abbott.com](mailto:molecularsupport@abbott.com)) and the FDA pursuant to 21 CFR Part 803. Customer shall ensure that any records associated with the EUA and the LOA are maintained until otherwise notified by the FDA and shall make such records available to the FDA for inspection upon request.
32. **ABBOTTLINK.** Should Customer use AbbottLink in conjunction with Abbott systems, Customer understands that AbbottLink is intended to transmit connected systems operational data, which may be used by Abbott and third parties providing services and products to Abbott and/or Customer for troubleshooting, complaint investigation, performance monitoring, improvement, research, development, inventory management, usage analytics, billing, and other related purposes. In addition, AbbottLink may be used to send system updates, to provide remote service and to facilitate Abbott's delivery of third-party services and products to Customer. The terms and conditions for Customer's use of such third-party services and products are to be provided to Customer separately by the applicable third parties. The use of AbbottLink does not in any way change the responsibilities of either Abbott or Customer, including, but not limited to, Customer's reporting and maintenance responsibilities. The data transmitted to Abbott by AbbottLink will not contain any protected health information or other confidential information related to physicians and/or patients.
33. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Each party acknowledges that an original signature or a copy thereof transmitted electronically in a portable document format (PDF) shall constitute an original signature for purposes of this Agreement.
34. **ENTIRE AGREEMENT.** This Agreement, together with all other exhibits and items specifically referenced herein, constitutes the entire understanding between Customer and Abbott with respect to the subject matter contained within the Agreement and supersedes all prior agreements concerning the same.
35. **ORDER OF PRECEDENCE.** All terms and conditions contained in any form issued by Customer shall be null and void and entirely superseded by the terms and conditions of this Agreement, except for those items proposed by Customer and specifically accepted in writing by a duly authorized representative of Abbott.
36. **AMENDMENT.** Except where expressly permitted, this Agreement may not be altered or amended except by written agreement signed by both parties.
37. **PURCHASE ORDERS.** Orders for Products under this Agreement are subject to acceptance by Abbott. Abbott may accept or reject purchase orders in its sole discretion and without liability. Abbott shall provide Customer with a seven (7) day notice for all purchase orders that Abbott plans to reject.



## ABBOTT OWNED EQUIPMENT TERMS AND CONDITIONS EXHIBIT

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

1. **PLACEMENT OF ABBOTT OWNED EQUIPMENT.** Customer shall use the Abbott Owned Equipment only at the address listed as the billing address in the header of this Agreement. Customer shall not remove, transfer or alter the Abbott Owned Equipment without Abbott's prior written consent. Customer will not allow anyone other than Customer's employees to use the Abbott Owned Equipment.
2. **INSTALLATION AND SERVICING OF ABBOTT OWNED EQUIPMENT.**
  - A. Subject to Customer's duty to maintain the Abbott Owned Equipment as described in Section 8 of this Abbott Owned Equipment Terms and Conditions Exhibit, only Abbott or an Abbott-authorized service provider may service, alter or replace the Abbott Owned Equipment and/or any accessories that are necessary to keep the Abbott Owned Equipment in good working order. Abbott or the Abbott-authorized service provider shall determine whether to repair or replace any parts or components of the Abbott Owned Equipment and may utilize new or refurbished parts or components at its discretion.
  - B. Customer shall either (i) purchase a Service Package pursuant to this Agreement or (ii) maintain a separate service agreement with Abbott, in each case, covering the servicing of all Abbott Owned Equipment.
3. **TITLE TO ABBOTT OWNED EQUIPMENT.**
  - A. Abbott is the owner of, and retains title to, the Abbott Owned Equipment, except to the extent Customer is required to purchase any Abbott Owned Equipment in accordance with Section 4 of this Abbott Owned Equipment Terms and Conditions Exhibit. The terms and conditions of this Abbott Owned Equipment Terms and Conditions Exhibit shall terminate automatically with respect to any Abbott Owned Equipment purchased by Customer. Abbott has the right to remove, replace and/or exchange the Abbott Owned Equipment at any time and in its sole discretion.
  - B. Customer shall not permit or suffer any attachment, encumbrance, lien or security interest to be filed against any Abbott Owned Equipment. Customer shall promptly notify Abbott if any of the foregoing is filed or claimed against the Abbott Owned Equipment and shall indemnify Abbott for any and all loss or damage, including attorney's fees, resulting from any of the foregoing.
  - C. Customer authorizes Abbott to file UCC financing statement(s) describing any Abbott Owned Equipment provided to Customer under this Agreement, including any replacements, substitutions and/or amendment(s) of or to any such financing statement(s) that Abbott reasonably deems necessary.
4. **RISK OF LOSS.** Upon acceptance of the Abbott Owned Equipment, Customer shall be responsible to Abbott for all loss or damage to such Abbott Owned Equipment, including loss or damage relating to any Force Majeure Event, but excluding loss or damage caused solely and directly by (a) defective Abbott Owned Equipment or parts, (b) defective Products or (c) improper repair or service performed by an Abbott-authorized service provider (subsections (a) through (c) above, collectively, "Excluded Losses"). Customer shall promptly notify Abbott of any loss or damage to the Abbott Owned Equipment. If Abbott determines that such loss or damage is due to any reason other than Excluded Losses, Abbott shall invoice Customer for, and Customer shall pay, all costs related to the repair or replacement of such Abbott Owned Equipment. If Abbott determines that such Abbott Owned Equipment can be repaired, it will complete the repair at Abbott's then-current time and materials rates. If Abbott determines that such Abbott Owned Equipment cannot be repaired economically, it shall invoice Customer for, and Customer shall pay, the then-current catalog price for such Abbott Owned Equipment less depreciation based on a ten (10) year straight-line basis (prorated monthly) ("Catalog Price Less Depreciation"). Upon Abbott's receipt of the Catalog Price Less Depreciation, title to such Abbott Owned Equipment shall transfer to Customer, and Customer shall accept such Abbott Owned Equipment "AS IS" with all faults and defects. Subject to Abbott's receipt of the Catalog Price Less Depreciation and Customer's ongoing payment of the applicable fee set forth on the Price Exhibit, Abbott shall provide Customer with replacement Abbott Owned Equipment, which may be new or refurbished in Abbott's sole discretion. Loss or damage to Abbott Owned Equipment will in no event result in an adjustment to the Semi-Annual Purchase Commitment.
5. **LABELS.** Customer shall not remove any labels, symbols or serial numbers that are or may be affixed to any items of Abbott Owned Equipment except as required or approved by Abbott in writing.
6. **LANDLORD'S WAIVER.** Unless Customer owns the facility in which the Abbott Owned Equipment is located (and any other facility to which the Abbott Owned Equipment may be transferred with Abbott's prior written consent), Customer shall, upon Abbott's request, furnish a waiver signed by Customer's landlord pursuant to which the landlord waives all rights to seize, possess or withhold any item of the Abbott Owned Equipment because Customer failed to pay rent to the landlord.
7. **RETURN OF ABBOTT OWNED EQUIPMENT.** Unless Customer purchases the Abbott Owned Equipment from Abbott, upon termination of this Agreement for any reason, Customer shall permit Abbott or its agents to enter the facility(ies) in which such Abbott Owned Equipment is located and remove the Abbott Owned Equipment at Customer's expense.
8. **MAINTENANCE.** Customer agrees to perform all required operator maintenance for Abbott Owned Equipment, as set forth in the applicable Abbott operator's manual. If Abbott determines, in its sole discretion, that Customer failed to perform any such maintenance, Abbott reserves the right to charge Customer for any resulting service calls at Abbott's then-current time and materials rates, and Customer shall pay any such charges. If Customer requests a service call to perform any required operator maintenance for Abbott Owned Equipment, Customer shall pay for such service call, including any applicable maintenance parts, at Abbott's then-current time and materials rate.

## SERVICES TERMS AND CONDITIONS EXHIBIT

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

1. **COVERED EQUIPMENT.** Equipment subject to a Service Package purchased by Customer hereunder is referred to herein as "Covered Equipment."
2. **CERTIFICATION OF DECONTAMINATION.** Abbott or an Abbott-authorized service provider may require a completed Certificate of Decontamination or transfer of Covered Equipment to a suitable safe and secure location, as a condition to servicing any Covered Equipment. Customer warrants that any Covered Equipment or component to be serviced will be fully decontaminated of radioactive, biological, toxic or other dangerous materials or substances prior to servicing so that the service technician will not be exposed to any such materials.
3. **ABBOTT RESPONSIBILITY.** Abbott or an Abbott-authorized service provider will be available to respond to Customer's questions, make on-site calls and provide specifically scheduled maintenance, in each case, as and when described in the applicable Service Package on the Service Exhibit. Any services or parts that are not included in the applicable Service Package will be subject to an additional charge at Abbott's then-current time and materials rates.
4. **CUSTOMER RESPONSIBILITY.**
  - A. Customer is responsible for properly operating, maintaining and protecting all Covered Equipment, as set forth in the applicable operations manual. The reliability and accuracy of the Covered Equipment can be affected by a variety of factors, and it is important that Customer carefully read, understand and follow the instructions contained in the operations manual, reagent package insert and/or any other materials provided by Abbott. Failure to operate, maintain and/or protect the Covered Equipment in accordance with such materials may result in damage thereto and/or adversely affect the reliability and accuracy thereof. If Customer fails to operate, maintain and/or protect the Covered Equipment in accordance with such materials, (i) Customer shall be responsible for any damage or loss arising as a result of such failure, and (ii) Abbott may elect, in its sole discretion, to void any existing warranties and/or terminate the applicable Service Package, in each case, immediately upon written notice to Customer.
  - B. Unless otherwise set forth in this Agreement, the following items are specifically excluded from the Services, and Customer shall be solely responsible for the purchase and proper use of such items: (a) consumables (including, but not limited to, printer paper, batteries, photometric lamps, probes, cuvettes and any item identified in the applicable operations manual as consumable supplies); and (b) components and accessories (including, but not limited to, any item identified as part of an accessory kit or Customer maintenance kit, but excluding the preventative maintenance kit).
5. **COVERED EQUIPMENT RELOCATION.** Customer shall provide Abbott with prior written notice at least ten (10) days in advance of relocating the Covered Equipment from its installed site. Abbott may provide field service support for de-installation and re-installation of Covered Equipment related to relocation and may charge for such services at Abbott's then-current time and materials rates. Improper moving may damage the integrity of the Covered Equipment. In the event of any such damage, Abbott may elect, in its sole discretion, to void any existing warranties and/or terminate the applicable Service Package, in each case, immediately upon written notice to Customer.
6. **DISCONTINUATION.** Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees to each of the following independent conditions: (a) Abbott shall not incur any liability to Customer for any failure to perform or any unforeseen delayed performance of any Services less than 90 days; (b) Abbott reserves the right, in its sole discretion and without liability, to reject Customer's request for any Services and/or to immediately temporarily or permanently discontinue performance of any Services provided Customer is given a thirty (30) day notice; and (c) any such action or inaction by Abbott described in clauses (a) to (b) will not constitute a breach by Abbott under this Agreement. If the applicable Service Package under this Agreement is temporarily or permanently discontinued, the parties may consider an alternate Service Package, if available, provided the parties mutually agree upon the price for the alternate Service Package.
7. **COVERED EQUIPMENT SERVICE WARRANTY.** The Covered Equipment service warranty period is set forth on the Price Exhibit and commences on the date of installation of the Covered Equipment. Abbott represents and warrants that it will perform any Services in a professional and workmanlike manner consistent with industry standards. Customer's sole and exclusive remedy for any breach of the foregoing warranty is reperformance of the applicable Services at no additional cost, provided that Customer provides written notice of any alleged breach no later than thirty (30) days after the applicable Services are performed.



## SERVICE PACKAGE ATTACHMENT

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

The table below lists Abbott's available Service Packages. Unless otherwise stated, Services will be performed only during the Customer's service coverage hours, as set forth in the Price Exhibit ("On-Site Coverage Hours").

### SERVICE PACKAGE DESCRIPTION (comprised of individual "Services" collectively referred to as "Service Coverage"):

(\*) For specific coverage details, please refer to "Contract Grids for Terms and Conditions", per List Number contracted (above).

### TELEPHONE SUPPORT: LIVE TECHNICAL TELEPHONE SUPPORT: 1-800-553-7042 (option 2).

*Alinity m Support: Monday – Friday 8am – 5 pm (Local Time)*

#### FIELD SUPPORT (If included in the Service Package selected)

- ON-SITE SERVICE: Factory-trained, certified field service engineer provide on-site service and support. Coverage includes field service engineer's labor and travel.
- RESPONSE CLAUSES: SCHEDULED RESPONSE: On-site service will be scheduled to arrive three (3) covered service days from request.

#### MAINTENANCE AND REPAIR (If included in the Service Package selected)

- REPLACEMENT PARTS: Abbott will replace non-consumable parts that have failed due to damage or normal wear including those discovered during Preventative Maintenance.
- MANUFACTURER RECOMMENDED PREVENTATIVE MAINTENANCE ("PM"): In accordance with the current version of Service Manual, as required by manufacturer. Routine regularly scheduled maintenance activities to perform alignments and verifications to assure Equipment meets the operation specifications of manufacturer. This service is performed Monday through Friday, 8:30 AM – 5:00 PM, excluding holidays ("Business Hours"). If a Preventative Maintenance is not required by manufacturer, an Annual Instrument Verification will be completed. Please check details with your local Service Manager.
- MANUFACTURER RECOMMENDED OPERATIONAL AND SAFETY IMPROVEMENTS: Required software and/or equipment upgrades including Technical Service Bulletins, excluding integration of new assays.
- PERIPHERALS: Peripherals are covered during the manufacturer's warranty, where "Peripherals" shall mean any computer, printer, keyboard, mouse, UPS, monitor, etc. (and do not include Spare Parts or accessories/consumables) provided by Abbott with the Equipment (as listed in the corresponding Operation Manual).

#### LABORATORY SERVICES (If included in the Service Package selected)

- STANDARD INSTRUMENT INTEGRATION: Comprehensive Equipment integration support to configure new Equipment and all Products by performing verification studies and data analysis
- REMOTE DIAGNOSTIC CONNECTIVITY (AbbottLink): Event driven remote diagnostics to optimize system performance.

#### ON-SITE COVERAGE HOURS:

BUSINESS HOURS COVERAGE: 8:00AM – 5:00PM, Monday – Friday, excluding holidays.

Unless otherwise stated, the components of the Service Package described above are provided during the time covered by Customer's service coverage hours identified ("On-Site Coverage Hours" stated above).

Alinity Service Offering			
List Number	Instrument	Product Description	Upgrade
09N60-003	Alinity m	Alinity m Standard Service	
09N60-010	Alinity m	Alinity m Additional Preventative Maintenance per Visit Fee (with Active Service Contract)	*
04N42-024	Alinity m	Alinity m 2-Day Field Service Response <sup>1</sup>	*
04N42-023	Alinity m	Alinity m 1-Day Field Service Response <sup>1</sup>	*
09N60-024	Alinity m	Alinity m Weekend Onsite Support per Visit Fee (with Active Service Contract) <sup>1</sup>	*
09N60-026	Alinity m	Alinity m Extended Hours Phone Support	*
09N60-009	Alinity m	Alinity m Operator Training/Assay Integration (maximum of 2 attendees and 2 assays)	*
09N60-001	Alinity m	Alinity m Additional Assay Integration (up to 2 assays per session)	*
09N60-011	Alinity m	Alinity m IQ/OQ	*
09N60-041	Alinity m	Alinity m LIS Premium Consultancy Package (not to exceed 16 hours)	*
09N60-042	Alinity m	Alinity m LIS Platinum Consultancy Package (not to exceed 40 hours)	*
09N60-043	Alinity m	Alinity m LIS Plus - Add Assay (not to exceed 1.5 hours)	*

<sup>1</sup> Regionally available

**PRICE EXHIBIT**

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

**ABBOTT OWNED EQUIPMENT**

List Number	Description	Monthly Equipment Rental Fees per Inst	Ownership	Quantity	Notes
08N5302	Alinity m		Abbott Owned	2	Shipment Date – TBD post Effective Date of Agreement
09N2617	Alinity m Uninterrupted Power Supply (UPS)		Abbott Owned	2	

**SERVICE**

List Number	Service Description	Price per Inst (Year)	Qty (Year)	Total Price
09N6003	Alinity m Standard Service			\$215,300.00

**PRICE EXHIBIT**

PRODUCT				
List Number	Product Description	Price/Kit	Volume (Kit)	Purchase Commitment
HCV				
08N5095	Alinity m HCV AMP Kit			\$5,149.44
08N5075	Alinity m HCV CAL Kit			\$1,800.00
08N5085	Alinity m HCV CTRL Kit			\$12,100.00
HCV Subtotal				\$19,049.44
HIV				
08N4595	Alinity m HIV-1 AMP Kit			\$24,203.52
08N4575	Alinity m HIV-1 CAL Kit			\$1,800.00
08N4585	Alinity m HIV-1 CTRL Kit			\$12,100.00
HIV Subtotal				\$38,103.52
HBV				
08N4795	Alinity m HBV AMP Kit			\$5,149.44
08N4775	Alinity m HBV CAL Kit			\$1,800.00
08N4785	Alinity m HBV CTRL Kit			\$12,100.00
HBV Subtotal				\$19,049.44
HPV				
09N1595	Alinity m HR HPV AMP Kit			\$3,701.76
09N1585	Alinity m HPV CTRL Kit			\$5,500.00
09N4910	Alinity m Transport Tube Pierceable Cap (1500 per bx)			\$1,030.03
HPV Subtotal				\$10,231.79
STI				
09N1795	Alinity m STI AMP KIT (CT, NG, TV & MG results)			\$2,826.24
09N1785	Alinity m STI CTRL KIT			\$2,200.00
09N1915	Alinity m Multi-collect SP			\$2,100.00
STI Subtotal				\$7,126.24



**PRICE EXHIBIT**

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

PRODUCT				
List Number	Product Description	Price/Kit	Volume (Kit)	Purchase Commitment
<b>SARS-CoV-2 EUA*</b>				
09N7895	Alinity m SARS-CoV-2 AMP Kit			\$23,546.88
09N7885	Alinity m SARS-CoV-2 CTRL Kit			\$8,800.00
<b>SARS-CoV-2 EUA Subtotal</b>				<b>\$32,346.88</b>
<b>Resp-4-Plex EUA*</b>				
09N7996	Alinity m Resp-4-Plex AMP Kit			\$462,470.40
09N7986	Alinity m Resp-4-Plex CTRL Kit			\$22,932.53
<b>Resp-4-Plex EUA Subtotal</b>				<b>\$485,402.93</b>
<b>CMV</b>				
09N4695	Alinity m CMV AMP Kit			\$102,528.00
09N4675	Alinity m CMV CAL Kit			\$2,633.40
09N4685	Alinity m CMV CTRL Kit			\$24,200.00
<b>CMV Subtotal</b>				<b>\$129,361.40</b>
<b>EBV</b>				
09N4395	Alinity m EBV AMP Kit			\$72,960.00
09N4375	Alinity m EBV CAL Kit			\$5,266.80
09N4385	Alinity m EBV CTRL Kit			\$24,200.00
<b>EBV Subtotal</b>				<b>\$102,426.80</b>
<b>Alinity Sample Preparation &amp; Consumables</b>				
09N1801	Alinity m SAMPLE PREP KIT 1			\$11,000.00
09N1201	Alinity m SAMPLE PREP KIT 2			\$6,808.63
09N2001	Alinity m LYSIS SOLUTION			\$14,534.36
09N2012	Alinity m Bottle and Cap Kit for ETHANOL USE			\$102.76
09N2003	Alinity m DILUENT SOLUTION			\$3,610.83
09N2004	Alinity m VAPOR BARRIER S			\$1,053.31
09N2601	Alinity m PIPETTE TIPS 50			\$6,146.40
09N2602	Alinity m PIPETTE TIPS 10			\$5,970.64
09N2610	Alinity m INTEGR REACTION UNIT			\$25,500.00
09N2612	Alinity m WASTE BOX			\$1,880.21
09N2620	Alinity m IRU WASTE CONTAINER			\$1,047.90
09N4911	Alinity m Transport Tube (1600 per bx)			\$0.00
09N4912	Alinity m Pierceable Cap (2000 per bx)			\$0.00
<b>Disposables Subtotal</b>				<b>\$77,655.05</b>
<b>Annual Customer Purchase Commitment</b>				<b>\$920,753.48</b>

**PRICE EXHIBIT**

ABBOTT LABORATORIES INC., A9H2/J55/6137, 100 Abbott Park Road, Abbott Park, IL 60064

PRODUCT				
List Number	Product Description	Price/Kit	Volume (Kit)	Purchase Commitment
<u>Footnotes:</u> *Emergency Use Authorization (EUA) - The Alinity m SARS-CoV-2 and Resp-4-Plex assays have not been FDA cleared or approved but have been authorized for emergency use by FDA under an EUA for use by authorized laboratories certified under CLIA, to perform moderate or high complexity tests. Alinity m SARS-CoV-2 has been authorized for detection of nucleic acid from SARS-CoV-2 only and Alinity m Resp-4-Plex for the detection and differentiation of nucleic acid from influenza A, influenza B, Respiratory Syncytial Virus and SARS-CoV-2, not for any other viruses or pathogens. The emergency use of these products is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the declaration is terminated or the authorization is revoked sooner.				

\*If Abbott makes a new platform or technology available for commercial sale, the parties may agree to supplement the Price Exhibit to include the new Product and/or Equipment at a mutually agreeable price.



February 11th, 2025

Fred Parandi  
Management Analyst - Contracts  
University Medical Center of Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Molecular Diagnostic Testing.

Dear Mr. Parandi:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Molecular Diagnostic Testing. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.



The above-described process was followed with respect to Molecular Diagnostic Testing. HealthTrust issued RFPs and received proposals from identified suppliers in the category. Agreements were awarded to Abbott, Cepheid, Meridian Bioscience, Roche Diagnostics, Luminex and BD Diagnostics in December of 2020. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services



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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> Abbott Rapid Dx North America, LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		30 South Keller		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Orlando, FL 32810		<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

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

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

**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:

*Caroline Matos*

Caroline Matos

Signature

Print Name

Contract Administrator

10/9/2020

Title

Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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**For UMC Use Only:**

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b>	<b>Da Vinci Xi 4 Service Agreement with Intuitive Surgical, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Service Agreement with Intuitive Surgical, Inc. for the Da Vinci Xi 4; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000702100	Funded Pgm/Grant: N/A
Description: Da Vinci Xi 4 Service	
Bid/RFP/CBE: NRS 332.115(1)(C) – Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person.	
Term: Three Year Term	
Amount: \$1,134,000.00	
Out Clause: Budget Act and Fiscal Fund Out	

## **BACKGROUND:**

This request is to enter into a three-year Service Agreement for the Da Vinci Xi 4 with Intuitive Surgical, Inc. (“Intuitive”). This agreement allows Intuitive Surgical to provide services for the da Vinci Xi 4 Arm Dual, Ion ARM-HD Single, and da Vinci XI 4 Arm Dual robots. UMC will compensate Intuitive Surgical \$1,134,000.00 for services related to the da Vinci Xi 4. Additionally, staff requests authorization for the Hospital CEO to execute extension options and amendments that fall within his annual delegation of authority if they are deemed beneficial to UMC.

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

Cleared for Agenda  
February 19, 2025

Agenda Item #

**10**



## Service Agreement

UNIVERSITY MEDICAL CENTER OF S. NEVADA – NV (the “Customer”)  
1800 WEST CHARLESTON BLVD  
LAS VEGAS NV 89102  
United States

System Model: As set forth for each Purchaser in Attachment 1 (the “System(s)”)  
System Serial Number: As set forth for each Purchaser in Attachment 1  
Payment Terms: NT30  
Payment Frequency: As set forth for each Purchaser in Attachment 1

Package Type: Service Plan: dVComplete Care  
Service Term: As set forth for each Purchaser in Attachment 1 (the “Service Term”)

Advanced Exchange Preferred Pricing  
Technical Support (Phone support available 24/7)  
Standard Labor (8am-5pm Mon-Fri excluding Intuitive Holidays)  
Standard Travel (8am-5pm Mon-Fri excluding Intuitive Holidays)  
OnSite® Access  
OnSite® Remote Monitoring (Provided system is connected to OnSite)  
Parts Exchange  
System Inspections (PM)  
Software Reliability Updates  
Clinical Uptime Guarantee (98%) (Provided the System is connected through Onsite at all times and Service payments are current)  
Guaranteed Response Time (24 Hours) (via phone, email or in-person)  
Access to Instruments and Accessories (I&A) Support Upon Request

Package Type: Service Plan: ION Service Plan  
Service Term : As set forth for each Purchaser in Attachment 1 (the “Service Term”)

### Plan Benefits:

- Adjust parts on the System from time to time;
- Replace defective or malfunctioning System parts (excludes Instruments and Accessories);
- Repair System operational malfunctions;
- Replace and install Software, Hardware, and mechanical equipment for safety and reliability;
- Provide telephone support by qualified service personnel Monday through Friday 7am - 5pm customer's local time
- Provide and install Software upgrades for feature enhancements. Software upgrades and Service with respect to additional equipment may be subject to separate terms to be agreed upon by the parties;
- Respond to Customer's request for Services by phone, e-mail, or an on premise visit, during normal business hours (excluding Intuitive holidays) promptly as is reasonable after Intuitive's receipt of Customer's request, but not later than twenty-four (24) hours after the longer of Intuitive's receipt or end of Intuitive holiday. Normal business hours are Monday through Friday, 8:00 a.m.- 5:00 p.m. Customer's local time.
- Perform System preventative maintenance inspections as necessary to maintain factory specifications.
- Access to Instrument and Accessories (I&A) Support upon request
- Provide access to the da Vinci Surgery Customer Portal.

The “Annual Service Fee” (excludes applicable taxes): As set forth for each Purchaser in Attachment 1

Centralized Billing: (if applicable)

1800 West Charleston Blvd  
Las Vegas NV 89102

# Service Agreement

UNIVERSITY MEDICAL CENTER OF S. NEVADA – NV (the “Customer”)  
1800 WEST CHARLESTON BLVD  
LAS VEGAS NV 89102  
United States

Both parties having read, understood and agreed to be bound by the terms and conditions of this Service Agreement.

ACCEPTED BY:  
INTUITIVE SURGICAL, INC.

Signature:   
Matt Keller (Jan 13, 2025 10:59 PST)

Email: Matt.Keller@intusurg.com

Title: Sr Manager Service Contracts

Company: Intuitive Surgical, Inc.

Company: Intuitive Surgical, Inc.

ACCEPTED BY:  
CUSTOMER:

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

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

Name: Mason Van Houweling

Title: Chief Executive Officer

Please e-mail the signed Agreement to [servicecontracts@intusurg.com](mailto:servicecontracts@intusurg.com)

\* In the event the executed agreement is received 45 days after lapsing on to Time and Material coverage, Intuitive reserves the right to:

- Require a mandatory Preventive Maintenance billed at the current Time and Material rate prior to reinstating Service Contract coverage.
- Renew at the then current pricing for the respective Service plan.

At any point the system lapses to Time and Materials coverage, Intuitive will require a purchase order for any service issues identified during the T&M period which shall be resolved by Intuitive at the then current Time and Material rates.

All Service Agreement discounts are contingent upon customer conducting support interactions with Intuitive in the matter prescribed below:

1. All purchase orders for new Instruments, Accessories and Endoscopes will be sent to Intuitive via GHX (EDI).
2. A customer staff member will sign up to be an Intuitive customer portal administrator, and appropriate hospital employee access will be actively reviewed and managed.
  - A. Training for sign-up, managing users, accessing the portal and using the portal is available upon request to Customer Service.
3. All of the following transactions will be done via the Intuitive customer portal.
  - A. Defective Instrument and Accessory RMA's (Return Material Authorization)
  - B. Defective AEX (Advance Exchange) for Endoscopes
4. All pending da Vinci software updates that can be performed by the user will be executed by an employee of Customer within 30 days of notification.
  - A. Notification will be performed through email and the system itself. For additional details, refer to the instructions in the system user manual.

Multi-year contracts are subject to a price adjustment to the prevailing list price upon annual payment for not adhering to the Service Fee discount obligations.

Service contract pricing is subject to annual price increases on subsequent renewals based on the Consumer Price Index for Medical Services; U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base. A decrease in the Consumer Price Index does not mean a decrease in service contract price. Multi-year contract pricing may be adjusted if material and/or labor costs increase 10% or more, subject to price increase upon each anniversary of contract execution date, voided if contract is paid in full upon execution.

## Service Agreement

### Standard Terms & Conditions of Service

**1. Services:** If Customer is current in payment to Intuitive of the Annual Service Fee, Intuitive, directly or through one of its designated service providers, will provide support and maintenance of the System to Customer as outlined in this Service Agreement ("Services"). Intuitive will use parts sourced by Intuitive, which may, at Intuitive's discretion, include reconditioned parts, ("Equivalent to New" or "ETN"). ETN parts are components, assemblies, or partial products which have had prior usage, but have been inspected, reworked, and tested as required so that their function, performance, and appearance will be essentially equivalent to that of new parts. Regardless of whether parts are new or ETN, Intuitive's appropriate warranties apply.

**2. Limitations on Service:**

**General.** Intuitive does not have an obligation to provide Services (1) on any System where installation, repair, or adjustments have been made by an individual other than an Intuitive technician or an individual approved by Intuitive or (2) which are either necessary or desired as a direct or indirect result, in whole or in part, of unauthorized repair, modification, disassembly, alteration, addition to, subtraction from, reconfiguration, or misuse of the System, or negligence or recklessness on the part of Customer.

**Cleaning.** Regular daily cleaning of the System as described in the related manuals, labeling, instructions for use, notifications or other documentation ("Documentation") is not included in the Services.

**Additional Equipment.** Intuitive's Services obligations do not include the provision to Customer of any hardware developed by Intuitive that is not contained in the initial System obtained by Customer, and which Intuitive offers as a separate product or for an additional fee.

**Time and Materials.** If the System needs repair or maintenance services due to any of the circumstances described above, Intuitive may, at its sole election, provide repair services at Customer's expense and at Intuitive's then current time and material rates. Intuitive is not obligated to provide Services on any System for which any applicable warranty has been voided, or for which the performance of Services is otherwise excused by the terms of this Service Agreement or the associated sales agreement for the System.

**Unauthorized Instruments and Accessories.** The System is designed for use only with the instruments and accessories made or approved by Intuitive for use with the System ("Instruments and Accessories"). If Customer uses the System with any surgical instrument or accessory not made or approved by Intuitive, Intuitive may discontinue Services, and any warranties applicable to any Services provided prior to any discontinuance will be void.

**3. Payment Terms:** The issuance of a purchase order by Customer is solely for the convenience of the Customer; therefore, whether or not Customer issues a purchase order does not affect Customer's commitment to pay for Services under this Service Agreement. In the event Customer requires a purchase order to be referenced on a Service invoice to facilitate payment, Customer will provide Intuitive with a purchase order number. After the Service Term, and subject to mutual written agreement, annual Services may be renewed at Intuitive's then current list price.

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

**5. Services Warranty:** Intuitive warrants that the Services will be performed consistent with generally accepted industry standards. If Intuitive breaches this warranty, Customer's sole and exclusive remedy will be to require Intuitive to re-perform the Services. FRU Parts: Replacement parts carry a ninety (90) day warranty against manufacturing defects and sold on an exchange basis only. **INTUITIVE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER AND THIS TRANSACTION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE LIMITATION WILL APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

**6. Notice, Access and Cooperation:** Customer will notify Intuitive or Intuitive's designated service provider of any requests for Services. Customer will fully cooperate with and assist Intuitive in the provision of Services.

## Attachment 1 to the Service Agreement

Purchaser	System Model	Serial Number	Service Renewal Term	Annual Service Fee	Payment Frequency
University Medical Center of S. Nevada	da Vinci Xi 4 Arm Dual	SK0206	01/16/2025 – 01/15/2028	\$159,000.00	Annual
University Medical Center of S. Nevada	Ion ARM-HD Single	EN0092	01/16/2025 – 01/15/2028	\$60,000.00	Annual
University Medical Center of S. Nevada	da Vinci Xi 4 Arm Dual	SK3381	01/16/2025 – 01/15/2028	\$159,000.00	Annual



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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

<https://www.intuitive.com/en-us/about-us/company/leadership>


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.

**Signature:**   
Marc Giuffrida (Sep 17, 2024 16:08 PDT) Name

**Email:** marc.giuffrida@intusurg.com

**Title:** Sr. Director, Contract Administration

**Company:** Intuitive Surgical, Inc

1

REVISED 7/25/2014

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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**For UMC Use Only:**

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b>	<b>Master Agreement and Product Schedule with Optum360, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Master Agreement and Product Schedule with Optum360, LLC for the Optum Enterprise Computer-Assisted Coding Platform; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000870000	Funded Pgm/Grant: N/A
Description: Optum Enterprise Computer-Assisted Coding Platform	
Bid/RFP/CBE: NRS 332.115(1)(h) – Computer Software	
Term: 2/26/2025 – 2/25/2030	
Amount: NTE \$4,500,000.00	
Out Clause: Early Termination at any time after year 3 with 60-day notice	

## **BACKGROUND:**

This request is to enter into a new Master Agreement and Product Schedule with Optum360, LLC (“Optum”) for the Optum Enterprise Computer-Assisted Coding platform. This solution offers capabilities in Computer-Assisted Coding (CAC) and Clinical Documentation Improvement (CDI), through a cloud-based Software as a Service (SaaS) model. This design strategically minimizes the technical demands placed on UMC, allowing for greater focus on patient care. Additionally, Optum will provide a sophisticated functionality of Clinical Language Intelligence (CLI), which will significantly enhance UMC’s coding and CDI processes through automation and intelligent insights. This agreement will replace the current service provider, resulting in estimated cost savings of \$275,905 once the Optum software is fully implemented.

UMC will compensate Optum a not-to-exceed amount of \$4,500,000 for five (5) years from February 26, 2025, through February 25, 2030. After the conclusion of the third year, UMC has the option to terminate at any time with a 60-day written notice.

UMC’s Director of Health Information Management has reviewed and recommends approval of these Agreements. These Agreements have been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
February 19, 2025

Agenda Item #

**11**

**OPTUM  
MASTER AGREEMENT**

This Master Agreement (the “Agreement”) is made as of February 26, 2025 (the “Agreement Date”), by and between Optum360, LLC, with a principal place of business at 1 Optum Circle, Eden Prairie, Minnesota 55344 (“Optum”), and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, with a principal place of business at 1800 West Charleston Boulevard Las Vegas, NV 89102 (“Customer”).

Customer wishes to obtain certain services and products from Optum. This Agreement sets forth the terms under which Optum will provide the requested products and services.

**1. Definitions.**

1.1 The following definitions apply to this Agreement, including all Schedules (defined below) made pursuant to this Agreement:

1.1.1 “Affiliate” means a company, which controls, is controlled by or is under common control with a party to this Agreement. For the purpose of this definition, “control” means majority ownership.

1.1.2 Intentionally Omitted.

1.1.3 “Customer Data” means claims, eligibility, provider, and other health care related data that Customer owns and that Customer or a Data Source delivers to Optum pursuant to this Agreement.

1.1.4 “Data Products” or “Data” means all databases, data sets and other collections of information that Customer licenses from Optum pursuant to this Agreement.

1.1.5 “Data Sources” means Customer and its administrators, claims payers, vendors and other sources of Customer Data to be delivered to Optum.

1.1.6 “Documentation” means all user manuals and other written specifications distributed to Customer in connection with the Data Products or Software.

1.1.7 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and its corresponding regulations, as amended from time to time.

1.1.8 “Services” means all consulting, training, Software hosting, analytical, data management, support, maintenance, reporting, Plan support services, and other services Customer obtains from Optum pursuant to this Agreement as specified in Schedules, signed by Optum and Customer, from time to time.

1.1.9 “Software” means all computer software programs Customer licenses from Optum pursuant to this Agreement, whether installed at Customer’s location or hosted at Optum or elsewhere, all updates and revisions to such software that Optum provides to Customer, and all Documentation provided with such computer software programs.

1.1.10 “Schedule” means a product schedule or statement of work entered into between the parties or an Affiliate that describes the Software, Data Products and/or Services and/or products including the terms and conditions applicable to them.

1.1.11 “Useable Data” means complete, readable Customer Data in the format required for the applicable Software, Data Products or Services, conforming to the source data standard set forth in a Schedule, and including appropriate documentation, which has been tested and inspected by Optum, and determined to be Useable Data by Optum.

1.2 When Customer agrees to purchase or license and Optum shall provide Services, Software, or Data Products to Customer under this Agreement, the parties shall sign appropriate Schedules to this Agreement. Execution of this Agreement does not bind Customer to purchase or license any Services, Software, or Data Products.

1.3 Affiliate Schedules. Any Optum Affiliate may execute a Schedule hereunder and in such case, all obligations of, and references to, Optum in this Agreement shall instead refer to such Affiliate.

1.4 The terms of the Software and Data License Addendum, attached hereto are incorporated herein by reference.

## 2. Customer's Responsibilities; Customer Data.

2.1 If a Schedule requires Customer to deliver Customer Data to Optum, Customer shall provide Optum with all Useable Data required, in the format required for the applicable Services, Software, or Data Products. Optum will allow Customer the ability to correct data format within thirty (30) days, before its obligation to perform is cancelled.

2.2 Customer and the Data Sources shall be responsible for their data entry activities. Customer represents that the Customer Data it provides to Optum under this Agreement (if any) contains true and accurate data and information, to the best of Customer's knowledge. Optum shall not be responsible for errors or omissions in Customer Data or data entry done by Customer or the Data Sources, or for errors in Services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if those Optum errors result from errors, omissions, illegible text or false or misleading statements in Customer's or the Data Sources' input data, or from Customer's failure to comply with this Agreement. Customer is responsible for obtaining, prior to furnishing any data or information to Optum, any necessary permissions, consents, or releases, including entering into business associate agreements as applicable, which are required by applicable federal, state or local laws and/or regulations for the delivery of Customer Data to Optum and for Optum to use and disclose such Customer Data as set forth under this Agreement or required by law.

2.3 During and after the term of this Agreement, Optum may use Customer Data for preparing commercially available normative and benchmark data, for internal and external research and analytics, and for creating de-identified data in accordance with the HIPAA standards. Optum may create, use and disclose de-identified data in accordance with applicable law. Optum will not reveal the identity of Customer when disclosing de-identified data, or when providing certain normative and benchmark data to clients, except to the extent otherwise permitted by applicable law, this Agreement or any other agreement between the parties. Consistent with Section 4 of this Agreement, Optum shall not use or disclose Customer Data in any manner that would reveal the identity of patients or members (other than for explicit use of Customer Data by Customer under this Agreement), except to the extent permitted by applicable law, this Agreement, or any other agreement between the parties. However, Optum shall only use data provided for the purposes of this Agreement; and at no point is data provided to be used against Customer.

2.4 If Customer uses or accesses any information or communication systems of Optum and/or its Affiliates ("Optum Systems") in the course of the parties performing under this Agreement, Customer shall use such access only as authorized in this Agreement, and for no other purposes, and shall comply with all security controls, policies, standards, and guidelines applicable to Optum Systems which are disclosed to Customer as part of a log-in procedure. Customer shall not (i) knowingly introduce any virus or disabling code into the Optum Systems; (ii) allow third parties to have access to the Optum Systems; (iii) attempt to access any portions of the Optum Systems that are not required for Customer's performance under this Agreement; (iv) use the Optum Systems in any manner that may damage or impair the Optum Systems, Optum, or its Affiliates, or (v) attempt to circumvent or bypass Optum's security procedures for the Optum Systems.

## 3. Prices and Payment.

3.1 Customer shall pay Optum for the Services, Software, and Data Products in the amounts set forth on each Schedule. Customer shall pay Optum for any additional billable services, which Customer requests and Optum performs and which are not specified in any Schedules, at Optum's then-current time and materials rates. Optum 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. Optum agrees to comply with Customer's Travel Policy as set forth in detail in Exhibit C of this Agreement. Expenses reimbursed under this Section are not refundable by Optum to Customer for any reason. All invoices will be stated

in and all payments made in U.S. dollars. Customer shall pay all applicable sales, use, and any other taxes (other than Optum's income taxes), however designated, which are collected or levied on account of this Agreement, unless Customer is exempt from such taxes and provides Optum with appropriate documentation of the exemption.

3.2 Unless otherwise set forth on a Schedule, Customer shall pay all fees and expenses invoiced by Optum within thirty (30) days after the date of each undisputed invoice. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one half percent (1½%) per month, or the maximum rate allowed by law, provided Customer's appropriated funds are not exceeded. Upon thirty (30) days written notice to Customer, Optum may inspect and audit Customer's records relating to this Agreement, to confirm the calculation of fees due under this Agreement and Customer's compliance with this Agreement. Optum shall hold such records in confidence. Such audits will occur no more often than once per year, and must be conducted with the least interruption to Customer's normal business operations as feasible.

#### 4. HIPAA Compliance.

4.1 This Section 4 applies only in the event that Optum is receiving Customer Data from or on behalf of Customer, which constitutes Protected Health Information. The parties hereby agree to the Business Associate Addendum ("BAA"), attached to this Agreement as Exhibit B. Unless otherwise specified in this Agreement, all capitalized terms used in this Section 4 or the BAA and not otherwise defined have the meaning established for purposes of the Privacy Rule and the Security Rule under HIPAA, as amended from time to time. When providing PHI to Optum, Customer or its Data Sources shall retain a copy of such PHI, and Optum will not possess the only copy of such PHI, unless Optum has agreed in writing to hold the only copy.

4.2 The terms of this Section 4 and the BAA have been included based solely on the understanding by the parties that the terms of Section 4 and the BAA are required by HIPAA or other applicable laws. To the extent that any relevant provision of HIPAA is materially amended or interpreted in a manner that changes the obligations of Customer or Optum under this Agreement, the parties shall negotiate in good faith appropriate amendment(s) to this Agreement to give effect to such revised obligations. The terms of this Agreement will be construed in light of any interpretation of and/or guidance on HIPAA issued by the Department of Health and Human Services or the Office of Civil Rights, from time to time.

#### 5. Limitation of Remedies and Indemnification.

5.1 Limitation of Liability. Each party's liability to the other party for direct damages arising out of this Agreement will not exceed the amount customer has paid or owes Optum under the Schedule at issue for the 12-month period immediately prior to the incident giving rise to the cause of action. Neither party nor third-party vendors will be responsible under this Agreement for any indirect, incidental, punitive, special or consequential damages, even if such party has been advised of the possibility of such damages arising from performance or failure to perform under this Agreement, resulting from either party's performance or failure to perform under this Agreement, including, without limitation, the use of or inability to use the Software, Data Products or Services, any damage to equipment and any cost of recovering lost data or of reprogramming. Notwithstanding the above, this Section 5.1 does not limit (a) the parties' liability for breach of their obligations to each other under Sections 5.2 or 5.3 of this Agreement; (b) the liability either party may have to the other party for breach of Sections 4 (HIPAA Compliance) or 6 (Confidentiality) of this Agreement; (c) Customer's liability for breach of obligations as set forth in an addendum or a Schedule, arising out of or related to: (i) Customer's use of any third party to host or store data; (ii) Customer's breach of data security requirements; (iii) Customer's breach of obligations prohibiting re-identification or linking of data or use of data beyond what is expressly permitted in the applicable Schedule; (d) the parties' liability for violation of law; or (e) Customer's liability to Optum for failure to pay amounts due under this Agreement or any Schedule.

5.2 Indemnification by Optum. When a third party sues Customer or a governmental agency assesses a fine or penalty against Customer, Optum shall indemnify and defend Customer against and hold it, its officers, directors, employees, Affiliates, agents, successors, and assigns harmless from all third-party claims, actions,

damages, liabilities, losses, fines, penalties, costs or expenses and all related costs and expenses, including but not limited to taxes, court costs, reasonable legal fees and disbursements, costs of investigation, litigation, settlement, judgment, and interest (collectively "Losses") to the extent such Losses are directly arising or resulting from Optum's (a) gross negligence or willful misconduct; (b) material breach of this Agreement; (c) infringement, violation or misappropriation of United States intellectual property rights; or (d) violation of applicable law; provided that Customer gives Optum prompt, written notice of any such Losses, sole control of the defense and settlement of such Losses, and all reasonable assistance to defend such Losses. Customer shall not settle the Losses without Optum's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. Optum shall have no obligations under this Section 5.2 to the extent such Losses arise, result from or relate to Customer's act, omission, or breach of this Agreement, Optum's compliance with Customer's directions or practices, or Customer's unauthorized or inappropriate use of or modifications to the Services, Software or Data Products. This indemnification provision will survive the termination or expiration of this Agreement and will not be deemed to waive or limit any other rights.

5.3 Indemnification by Customer. To the extent permitted by Nevada law, when a third party sues Optum or a governmental agency assesses a fine or penalty against Optum, Customer shall indemnify, defend and hold Optum, its officers, directors, employees, Affiliates, agents, successors, and assigns harmless from all third-party Losses to the extent such Losses are directly arising or resulting from Customer's: (a) gross negligence or willful misconduct; (b) material breach of this Agreement; (c) infringement, violation or misappropriation of United States intellectual property rights; (d) violation of law; (e) use of Customer Data by any third party to whom Customer has directed Optum to deliver such data; (f) Customer's business decisions made after use of the Software or Data Products (except for Losses which fall under Section 5.2 of this Agreement) or (g) Customer's business decisions made after use of the Services or Deliverables; provided that Optum gives Customer prompt, written notice of any such Losses, and all reasonable assistance to defend such Losses. Optum shall not settle the Losses without Customer's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. Customer shall have no obligation under this Section 5.3 to the extent such Losses arise, result from or relate to Optum's act, omission, or breach of this Agreement. This indemnification provision will survive the termination or expiration of this Agreement and will not be deemed to waive or limit any other rights.

## 6. Confidentiality.

6.1 Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating Schedules or future agreements between the parties, each party may learn, directly or indirectly, regardless of form (e.g. written, electronic, oral or visual) confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality, whether marked, designated or otherwise identified as "confidential," including, without limitation, information clearly designated as confidential at the time of disclosure, or under the circumstances surrounding disclosure, the receiving party knows, or ought to reasonably know, is confidential ("Confidential Information").

6.2 Without limiting the foregoing, Optum's Confidential Information means, the terms of this Agreement, financial information; employee information; information regarding Optum products, marketing plans, business plans, customer names and lists, Software, Data Products, Services and Documentation; reports generated by or for Optum; Optum's methods of database creation; Optum's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, technology, trade secrets, pricing, rates, manuals, documents, records, work product, systems, business plans, proposals, policies, processes, procedures, methods, protocols, information systems, data, formulas, algorithms, network information, discounts, business relationships, any lists or information pertaining to any supplier, contractor, provider, vendor, locations, facilities, and any derivatives, copies, notes, and summaries of the foregoing that may be derived, in whole or in part, from any Confidential Information. Without limiting the foregoing, Customer's Confidential Information includes information regarding Customer's business and information regarding Customer's patients, premiums and claims data. Confidential Information will not include PHI, which is subject to Section 4 of this Agreement.



6.3 Each party shall (a) use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving Services or exercising rights under this Agreement; (b) treat such information as confidential and proprietary; (c) not disclose such information orally or in writing to any third party without the prior written consent of the other party or reverse engineer, disassemble, decompile or create derivative works using Confidential Information learned as a result of this Agreement; (d) take all reasonable precautions to protect the other party's Confidential Information; (e) not otherwise appropriate such information to its own use or to the use of any other person or entity.

6.4 Without limiting the foregoing, each party shall protect the other party's Confidential Information as it takes to protect its own Confidential Information of a similar nature. Notwithstanding the foregoing, each party hereby authorizes the other party to disclose Confidential Information, or portions thereof, to its employees, officers, directors, and Affiliates, and their respective employees, attorneys and accountants (hereinafter collectively referred to as the "Representatives") who will be bound by standards of confidentiality no less than as set forth herein and who have a bona-fide need-to-know or need for access to such information to perform in accordance with this Agreement. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will, to the extent feasible, return to the other party or certify upon request as destroyed all Confidential Information received of the other party's that are held by that party or its Representatives.

6.5 If return or destruction of any or all Confidential Information is not feasible, the receiving party shall extend all protections contained in this Agreement to any Confidential Information retained after termination and limit further uses and disclosures to those purposes that make the return or destruction infeasible. Each party may retain Confidential Information when necessary for purposes of compliance with applicable laws or when necessary to complete performance of any Services or for post termination Services. Further, each party may retain appropriate copies of Confidential Information in accordance with the receiving party's retention policies: (i) for archival purposes; (ii) for purposes to defend its work product or performance, provided that the copy is retained in secure storage and held in confidence only for so long as receiving party's obligations under this Agreement continue, and subject to all protections and terms and conditions of this Agreement to limit further uses and disclosures to those purposes such Confidential Information is retained. Each party shall notify the other party in writing if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information and use reasonable efforts to minimize the damage from the breach. The obligations of this Section last until the Confidential Information becomes available to the public other than through breach of this Agreement, or longer as provided by applicable law.

6.6 If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall, if legally permissible, promptly notify the other party and shall use all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure. If a protective order or other remedy is not obtained, the party subject to the compelled disclosure shall disclose only that portion of the Confidential Information that it is legally required to disclose and will exercise reasonable efforts to obtain assurances that the recipient will hold the Confidential Information in confidence.

6.7 Nothing in this Agreement will be construed to restrict disclosure or use of information that (a) was rightfully in the possession of the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) at the time of disclosure is, or thereafter becomes generally available to and known by the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to, or use of, the other party's Confidential Information.

6.8 Optum acknowledges that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public.

## 7. Term and Termination.

7.1 This Agreement commences as of the Agreement Date. Unless earlier terminated as provided in this Agreement, this Agreement continues until the later of (a) five years after the Agreement Date or (b) the expiration of all Schedules to this Agreement. Section 2.3 and all Sections of this Agreement (including the Schedules) relating to confidentiality, HIPAA compliance, ownership of intellectual property, indemnification, or limitations of liability shall survive termination or expiration of this Agreement.

7.2 Upon termination or expiration of this Agreement, Customer shall, within thirty (30) days, return all copies of all Software, Data Products, Documentation and related user materials to Optum. With Optum's consent (via e-mail), Customer may certify that it has ceased using and has destroyed the Software, Data Products, rather than return them.

7.3 Failure by either party (the "Breaching Party") to comply with any material provision of this Agreement shall entitle the other party (the "Non-breaching Party") to give notice of breach to the Breaching Party specifying the nature of the breach and requiring the Breaching Party to cure such breach within thirty (30) days of such notice. If the Breaching Party disagrees with the existence, extent, or nature of the breach, the parties shall use reasonable efforts to resolve the dispute within thirty (30) days, and each party shall proceed diligently with the performance of this Agreement pending the resolution of any dispute. If (i) such breach is not cured within such thirty (30) day period after the receipt of such notice or (ii) the parties have not otherwise resolved the breach during such thirty (30) day period, the Non-breaching Party may terminate the Schedule that was breached or the Agreement (if the breach related to multiple Schedules), by delivering a second notice to the Breaching Party, specifying a termination date. The termination date may be immediate upon delivery of the second notice or up to ninety (90) days after the second notice.

7.4 Notwithstanding any provision contained in this Agreement to the contrary, a party to this Agreement may terminate this Agreement, upon written notice to the other party:

7.4.1 If the other party (i) applies for or consents to the appointment of a receiver, trustee, custodian, or liquidator because of its inability to pay its debts as they mature, (ii) makes a general assignment for the benefit of creditors, (iii) becomes adjudicated as bankrupt or insolvent or becomes the subject of an order for relief under Title 11 of the United States Code, (iv) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under such law, or (v) suffers the filing against it of an involuntary petition seeking relief under Title 11 of the United States Code, and any such action remains unremedied for ninety (90) consecutive days; or

7.4.2 An order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganization or appointing a receiver of such company or substantially all of the assets of such company, and such order, judgment or decrees continues unstayed and in effect for any period of sixty (60) consecutive days; or

7.4.3 If any Certificate of Authority, license or other registration permitting a party to operate is revoked or suspended by order of the appropriate local, state or federal agency and such order continues unstayed and in effect for a period of ninety (90) days provided such loss is not the result of the terminating party's performance or failure to perform under this Agreement.

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

expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

8. Dispute Resolution.

8.1 Subject to Section 8.2, any dispute between the parties regarding this Agreement that is not cured or otherwise resolved through the processes described in Section 7.3 must be resolved through arbitration conducted in accordance with the Commercial Dispute Resolutions Rules of the American Arbitration Association then in effect. The arbitration proceeding will be conducted in the English language. The arbitrator(s) may grant any remedy or relief deemed just and equitable with the exception of punitive or exemplary damages. The arbitrator(s) must not vary or ignore the terms of this Agreement and will be bound by controlling law. The decision of the arbitrator, or a majority of the arbitration panel, will be final and binding upon the parties with no right to appeal. Judgment may be entered upon the award of the arbitrator(s) in any court of competent jurisdiction. Each party will assume its own costs, and the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each party. The parties shall proceed diligently with the performance of this Agreement pending the resolution of any dispute.

8.2 Notwithstanding Sections 7.3 or 8.1 (collectively, the "Dispute Resolution Processes"), in the event that a party breaches this Agreement, the Non-breaching Party may apply to a court of competent jurisdiction for emergency injunctive relief during or prior to the invocation of the Dispute Resolution Processes. Once the court has ruled on the Non-breaching Party's initial application for emergency injunctive relief, however, the Non-breaching Party may not seek additional relief from the court and shall resolve any additional issues through the Dispute Resolution Processes.

9. Services Warranty. Optum warrants to Customer that each of Optum's employees, agents and subcontractors assigned to perform any Services will have the proper skill, training, and experience to perform the Services, the Services will be performed in a competent and professional manner, and Optum's employees, agents and subcontractors will observe any working rules of Customer, while on Customer's premises to the extent conveyed by Customer. Optum will reperform any Services not in compliance with this warranty that are brought to its attention in writing within thirty (30) days after those Services are delivered to Customer. **Except as expressly provided in this Agreement, Optum and its licensors make no representations or warranties relating to the Services, express or implied, and specifically disclaim the warranties of merchantability and fitness for a particular purpose.**

10. General.

10.1 Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior proposals, communications and agreements between the parties relating to its subject matter. This Agreement (including its Addenda), and any Schedules executed hereunder shall constitute the entire agreement between Customer and Optum. No amendment, change, or waiver of any provision of this Agreement or any Schedule or terms on any purchase order or other document will be binding unless in writing and signed by both parties. Terms of a purchase order or other ordering or shipping document do not modify, amend, or add to the terms of this Agreement, and will have no effect. In the event one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and effect.

10.2 Subcontractors. Optum may use its Affiliates or third parties as subcontractors to perform Services under this Agreement. Optum shall be responsible for any Services performed by its subcontractors.

10.3 Independent Contractor. Optum's relationship to Customer is that of an independent contractor. Neither party will be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party.

10.4 Assignment. Neither party may assign or transfer this Agreement or any of the rights, obligations or licenses granted under it without the other party's express, prior written consent, which the other party will not be unreasonably withhold, condition, or delay. Notwithstanding the forgoing, either party may assign this Agreement in connection with any merger, consolidation or sale of all or substantially all of its stock or assets.

10.5 Notices. Any notices permitted or required under this Agreement must be in writing and will be sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier service, addressed to the party as set forth in this Section, or at a different address as a party has notified the other party in writing.

Optum:

Attention: General Counsel  
Optum360, LLC  
1 Optum Circle  
Eden Prairie, MN  
55344

Customer:

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

10.6 Force Majeure.

10.6.1 "Force Majeure Event" means an event or circumstance, whether or not foreseeable, that prevents a party from fulfilling its obligations under this Agreement and (1) was not in the control of the claiming party and (2) with respect to the damage caused, could not have been reasonably mitigated by the claiming party. A Force Majeure Event does not include (1) a strike or other labor unrest that affects only the claiming party, (2) an increase in prices or other change in general economic conditions, (3) a change in law, or (4) an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money and any consequences of that event or circumstance.

10.6.2 If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects the noncompliance to last. The noncomplying party shall provide ongoing updates to the compliant party, and shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

10.6.3 If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement the noncomplying party will not be deemed in breach of the Agreement if (1) that party uses reasonable efforts to perform its obligations under the Agreement, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event.

10.6.4 If a Force Majeure Event continues for an extended period of time, the compliant party may request that senior leadership of the parties consult and negotiate with each other, in good faith, to attempt to resolve any claim, dispute, question or disagreement arising out the Force Majeure Event that is preventing the noncomplying party from performing its obligations under the Agreement.

10.7 Compliance with Laws. Each party shall perform under this Agreement in compliance with all applicable laws. Optum shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to perform its Services under the Agreement.

10.8 Use of Names. The parties shall not use each other's name, logo, service marks, trademarks or other identifying information including without limitation, links and phone numbers, without the written permission

of the other. Optum may, however, use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for Optum to carry out its obligations under this Agreement.

10.9 Survival. In addition to those terms in this Agreement that are expressly stated to survive expiration or termination of this Agreement, any Services or provisions of this Agreement which by their nature, extend beyond the expiration or termination date of this Agreement, will survive the expiration or termination of this Agreement, and shall remain in effect and be governed by the terms and conditions of this Agreement until all such obligations are satisfied.

10.10 Counterparts. The parties may execute this Agreement or any Schedule in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Additionally, electronic or digital signatures be will valid and legally binding, equivalent to a handwritten signature by a person with the intent to sign this Agreement or such Schedule.

10.11 Controlling Terms. To the extent the terms of a Schedule conflict with the terms of this Agreement, the terms of the Schedule will control. In the event of a conflict between the terms of any particular Schedule, an Addenda, or the Agreement, the following order of precedence shall apply: (i) Schedule, (ii) Addenda, (iii) Agreement, unless otherwise explicitly agreed by the Parties in writing.

10.12 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada without regard to its choice of law provisions.

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

10.13 Insurance. Each party shall secure and maintain, or cause to be secured and maintained during the term of the Agreement, commercial general liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and workers compensation insurance in amounts generally required by the country, state, province, or territory exercising over employees, and professional liability insurance providing minimum limits of liability of \$1,000,000 per claimant \$3,000,000 in aggregate. Such coverage may be provided through policies obtained from third party insurance carriers or through a program of self-insurance. A party shall deliver to the other party certificate(s) of insurance (COI) evidencing such insurance coverage upon request by the other party. Optum shall list Customer as Additional Insured, as it relates to general liability, in its COI accompanied with the Endorsement Page confirming Customer is an Additional Insured. Said insurance shall survive the termination of the Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**Optum360, LLC**

**University Medical Center of Southern Nevada**

Signature: Michael Landen  
Michael Landen (02/11/2025 06:48 PST)

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

Print Name: Michael Landen

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

Print Title: OI Provider SVP  
\_\_\_\_\_

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

Agreement Number: 01413441.0

**EXHIBIT A**  
**SOFTWARE AND DATA LICENSE TERMS ADDENDUM**

1. Software and Data License.

1.1 As of the Effective Date of the applicable Schedule, Optum hereby grants Customer a nonexclusive, nontransferable license to use the Software or Data Products for Customer's internal use within the United States, pursuant to the terms of this Agreement. Customer may use the Software or Data Products only as permitted in the applicable Schedule, and for no other purposes.

1.2 If Customer wishes to use a third party as its agent to access the Software, the Data Products or a database of Customer Data produced through use of any Software, Optum must approve access by such third party and the third party must sign an appropriate nondisclosure agreement with Customer or with Optum. However, Optum's approval is not required for third party contractors that will have only incidental contact with or use of such items. Customer, however, shall protect the confidentiality of the Software, Data Products, and Services it obtains from Optum. Except as permitted by this Agreement, Customer shall not allow any person or entity who is not a party to this Agreement or an Affiliate of Customer to access the Software or Data Products directly or indirectly in any way.

1.3 Customer may make copies of the Software and the Data Products only for backup, archival, disaster recovery, and disaster recovery testing purposes. On each copy of the Software or Data Products, Customer shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the Software and Data Products made or received by Customer can be used only as permitted under this Agreement. At any time within ten (10) days after Optum's written request, Customer shall inform Optum of the number and location of all copies of the Software and Data Products Customer has made or received.

1.4 Customer shall not (i) copy, reproduce, modify, or excerpt any of the Software or Data Products for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer or lease the Software or Data Products to any person or entity that is not a party to this Agreement or an Affiliate of Customer, or use the Software or Data Products to provide service bureau or similar services to third parties (unless expressly permitted on a Schedule); or (iii) attempt to reverse engineer or otherwise obtain copies of the source code for the Software or the identity of individual patients or members, Data Sources, persons, payers, or providers reflected in any Data Products.

1.5 Optum shall furnish to Customer without charge only those updates to or new versions of Software or Data Products that Optum furnishes without charge to all other licensees for the Software or Data Products. If Optum notifies Customer that an update supersedes the preceding version, Customer will have a reasonable time in which to move to the updated version, and thereafter, Optum will have no further obligation to provide maintenance services for the superseded Software or Data Products versions. When Optum hosts Software or Data Products for Customer, Optum will use the then-current version of the Software or Data Products on behalf of Customer.

2. Software and Data Warranties

2.1 Optum represents and warrants to Customer that Optum has the right to license the Software and Data Products to Customer. All rights in patents, copyrights, trademarks and trade secrets encompassed in the Software and Data Products will remain in Optum or its licensors, as applicable. Customer is not obtaining any rights in the Software or Data Products except the limited right to use the Software and Data Products as provided herein and in the Schedules.

2.2 Optum warrants that the Software will perform substantially in accordance with the applicable Documentation for the licensed release. If the Software fails to perform in accordance with the

Documentation within ninety (90) days after the initial delivery of the first licensed release of the Software to Customer, Customer shall notify Optum in writing prior to the expiration of such ninety- (90) day period, and Optum shall repair or replace the Software. If Optum is unable to repair or replace the Software after receipt of such notification from Customer, upon Customer's request Optum will refund the license fees Customer paid for such Software (if any), and the license to use such Software shall be deemed to be terminated. Optum warrants that the Data Products, upon delivery to Customer, shall consist of an accurate copy of the data sets or databases described in the Documentation for the Data Products. However, to the extent that the Data Products contain information Optum has received from third parties, Optum warrants only that the Data Products contain an accurate copy of the information that was delivered to Optum. These warranties are void if Customer modifies the Software or the Data Products, Customer uses the Software or Data Products in any manner that is not allowed under this Agreement, or Customer allows unauthorized persons to use the Software or Data Products.

2.3 Optum represents and warrants to Customer that the Software and Data Products and any medium by which they are delivered to Customer do not contain any virus or any other contaminant or disabling devices. This Section does not apply to disabling code used to terminate an evaluation or trial period for Software or Data Products.

2.4 For the duration of any maintenance or support Services that Customer obtains from Optum pursuant to a Schedule, the Software or Data Product that is being maintained or supported by Optum will perform substantially in accordance with its then-current Documentation.

2.5 **Except as expressly provided in this Agreement, Optum and its licensors make no warranties or representations relating to the Software or the Data Products express or implied, and specifically disclaim the warranties of merchantability and fitness for a particular purpose.**

3. Customer Responsibilities. Customer shall provide and maintain all computer hardware, software, communications equipment, and associated peripherals and support necessary to use the Software and the Data Products. Any failure to perform by Optum shall not be considered a breach of this Agreement if such failure to perform results from Customer's failure to provide the recommended computer hardware, software, communications equipment, and/or associated peripherals and/or support.

4. U.S. Government Rights. Customer acknowledges that the Software and Data Products include commercial technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation, as applicable, which were developed exclusively at private expense by Optum and/or its licensors. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or subject to the restrictions of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 and/or subject to the restricted rights provisions of FAR 52.227-14 and FAR 52.227-19, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

5. Licensed Content. Certain Optum Software and Data Products contain Current Procedural Terminology Codes ("CPT") owned and copyrighted by the American Medical Association ("AMA"), and/or Current Dental Terminology ("CDT") codes owned and copyrighted by the American Dental Association ("ADA"), and/or ASA content ("ASA Content") owned and copyrighted by the American Society of Anesthesiologists ("ASA"), and/or AHA content ("AHA Content") owned and copyrighted by the American Hospital Association ("AHA") (collectively, the "Vendors"). Collectively, the CPT codes, CDT codes, ASA Content and AHA Content are referred to as the "Licensed Content." The terms of this Section 5 apply only to Software and Data Products that contain Licensed Content. Customer acquires no proprietary interest in the Licensed Content. Optum's agreements with the Vendors require that Customer must agree to the following:



5.1 Grant. Optum hereby grants Customer a limited, nontransferable, nonexclusive, non-sublicensable license, for the sole purpose of internal use of the Licensed Content in Optum products, by Customer within the United States. Customer is prohibited from publishing, distributing via the Internet or other public computer-based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the Licensed Content, or a copy or portion of Licensed Content. Customer shall ensure that anyone with authorized access to the Licensed Content complies with the provisions of this Agreement.

5.2 Vendors. Provision of updated Licensed Content is dependent on continuing contractual relationships between Optum and the Vendors. Customer hereby grants Optum permission to provide Vendors with Customer's name.

5.3 Copyright. CPT is copyrighted by the AMA and that CPT is a registered trademark of the AMA. ADA owns all right, title and interest (including all intellectual property rights) in CDT, all other rights of commercialization, rental or sale of CDT or any part thereof, the right to make derivatives of CDT and the right to distribute CDT and copies thereof. Except for the limited rights expressly granted to Customer herein, all other rights in Licensed Content are owned and retained by Vendors. Customer shall not remove copyright notices.

5.4 Disclaimers. Except as expressly stated herein, the Licensed Content is provided "as is" without warranty of any kind, express or implied including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose. End user bears all risk relating to quality, accuracy and performance of the licensed codes. **Vendors have no liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of Licensed Content, or that it will meet the Customer's requirements, and that the vendors' sole responsibility is to make available to Optum replacement copies of the Licensed Content if the data is not intact; and that the vendors disclaim any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in Licensed Content.**

5.5 Beneficiaries. Vendors are third-party beneficiaries of this Agreement.

5.6 Use of CPT. In addition to the terms of this Section 5, the following shall also apply to Customers use of CPT in Optum Products:

5.6.1 The sublicense granted hereunder shall automatically terminate upon termination of the agreement between Optum and AMA, unless prior written consent of AMA is obtained by Optum or a direct license between Customer and AMA is entered. Customer is prohibited from making CPT publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making available to any unauthorized party the CPT, or a copy or portion of CPT to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.

5.6.2 CPT is commercial technical data, which was developed exclusively at private expense by the AMA, 330 North Wabash Avenue, Chicago, Illinois 60611. This Agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).

5.6.3 Customer is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by Optum, of the same type as required of Optum under its agreement with AMA. Customer consents to the release of such information to the AMA. Customer further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require Customer to submit or release information that would cause Customer to be in violation of applicable Federal or state privacy laws.

5.6.4 **Customer expressly acknowledges and agrees to the extent permitted by applicable law, use of CPT is at Customer's sole risk and CPT is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA assumes no liability for data contained or not contained herein.**

5.7 Use of CDT Codes. Customer may: install and use the CDT on Customer's computer system; to retrieve CDT codes, descriptors and nomenclature via commands contained in the Optum Products for the exclusive use of Customer its employees; to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing, billing and patient treatment, via commands contained in the Software or Data Product; to print limited portions of the CDT solely for the exclusive use of Customer; and to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of Customer.

5.7.1 CDT Restrictions. Except as expressly permitted in this Agreement, Customer shall not permit anyone else to (a) copy the CDT; (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT; (c) remove any copyright or other proprietary notices, labels or marks from the CDT or from output created by using the Software or Data Product; or (d) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. Customer shall take reasonable measures to maintain the security of the CDT. Customer shall not add additional content to the Software or Data Products. **In no event shall end user use the CDT codes for or on behalf of any third party, including but not limited to use of the CDT products to provide consulting, time-sharing or outsourcing services or to act as a service bureau operation. End user is expressly prohibited from distributing output, including the code or portions thereof, to any person, firm or entity.** The foregoing restriction will not be deemed to restrict the Customer from using the CDT codes in the ordinary course of its business, to identify procedures used in the treatment of patients and processing of insurance claims.

5.7.2 ADA Indemnification. To the extent permitted by Nevada law, Customer shall indemnify ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from Customer's use of the CDT, in breach of any of the terms of this Agreement, or Customer's use of any data or documentation received from ADA, regardless of the form of action.

5.8 Use of AHA Content. Customer may install and use the AHA Content on Customer's computer system; reproduce and distribute excerpts of AHA Content without modification in various printed and electronic documents solely for purposes of claims processing, billing and patient treatment, via commands contained in the Optum Product; print limited portions of the AHA Content without modification solely for the exclusive use of Customer with copyright and government rights notices.

5.8.2 AHA Disclaimer. AHA disclaims, and will have no liability for, any errors, omissions or inaccuracies in the AHA Content or any uses, misuses or interpretations of the information contained in or not contained in the AHA Content. AHA also does not warrant that the AHA Content will be accessible in any particular hardware/software environment. Customer will be solely responsible for the use, efficiency, and suitability of the AHA Content. AHA's liabilities under this Agreement, if any, will not exceed the sum of the fees actually received by Optum in connection with this Agreement for the applicable AHA Content.

5.8.3 AHA Content for Government Users. Any Customer that is a government agency agrees to the following. The Software and Data may contain AHA CODING CLINIC® FOR ICD, AHA CODING CLINIC® FOR HCPCS, and/or OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL content which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer

software documentation, as applicable, which was developed exclusively at private expense by the American Hospital Association, 155 N. Wacker Dr., Suite 400, Chicago, Illinois 60606. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

**EXHIBIT B  
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("BAA") is incorporated into and made part of the services agreements (collectively, the "Agreement"), by and between OptumInsight, Inc., on behalf of itself and its subsidiaries and affiliates ("Business Associate"), and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Covered Entity"), that involve the use or disclosure of PHI (as defined below). The parties agree as follows:

**1. DEFINITIONS.**

1.1 All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, "HIPAA").

1.2 "Breach" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.

1.3 "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.

1.4 "Privacy Rule" means the federal privacy regulations, and "Security Rule" means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).

1.5 "Services" means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.

**2. RESPONSIBILITIES OF BUSINESS ASSOCIATE.** With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).

2.4 report to Covered Entity within ten business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in accordance with the Privacy Rule and with Covered Entity's approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.

2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).

2.7 within ten business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

2.8 provide access to Covered Entity or an Individual, within ten business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.

2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

**3. RESPONSIBILITIES OF COVERED ENTITY.** Covered Entity:

3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement, and provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.

3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.

3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.

3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

**4. PERMITTED USES AND DISCLOSURES OF PHI.** Business Associate may:

4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).

4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule and create, use and disclose de-identified data in accordance with applicable law.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.

4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).

4.7 use the PHI to create a Limited Data Set ("LDS") and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.

## **5. TERMINATION.**

5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.

5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this Section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

**6. MISCELLANEOUS.** The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.

**7. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below.

<b>Covered Entity</b>	<b>Business Associate</b>
<p>Attn: Privacy Officer University Medical Center of Southern Nevada 1800 W Charleston Blvd. Las Vegas, NV 89102</p> <p>With a copy to: privacy@umcsn.com</p>	<p>Attention: General Counsel</p> <p>Optum360, LLC 1 Optum Circle Eden Prairie, MN 55344</p>

**EXHIBIT C  
TRAVEL POLICY**

- A. Pursuant to Chapter 2.46 of the Clark County Code, Customer shall ensure that business travel costs incurred by Optum'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. **Customer assumes no obligation to reimburse travelers for expenses that are not pre-approved by Customer'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 Customer for exceptional circumstances; one (1) checked bag fee. Number of trips must be approved by Customer.

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 Customer 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). Customer 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 Customer.
- 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. Customer 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.

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

**All Travel expenses shall have prior written approval from Customer.**










# UMC - Master

Final Audit Report

2025-02-11

Created:	2025-02-11
By:	Tammy Le (tammy.le2@optum.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZQq5hLLri5B1ye02i3x-YkmaZb_HdHyS
Documents:	UMC_Optum_MSA_(01413441.0) FINAL.docx (20 pages)
Number of Documents:	1
Document page count:	20
Number of supporting files:	0
Supporting files page count:	0

## "UMC - Master" History

-  Document created by Tammy Le (tammy.le2@optum.com)  
Documents: UMC\_Optum\_MSA\_(01413441.0) FINAL.docx  
2025-02-11 - 2:44:40 PM GMT- IP address: 155.226.157.255
-  Document emailed to mike landen@mike.com for signature  
2025-02-11 - 2:46:17 PM GMT
-  Email viewed by mike landen@mike.com  
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2025-02-11 - 2:47:22 PM GMT- IP address: 136.226.65.72
-  Signer mike landen@mike.com entered name at signing as Michael Landen  
2025-02-11 - 2:48:06 PM GMT- IP address: 136.226.65.72
-  Document e-signed by Michael Landen (mike landen@mike.com)  
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Signature Date: 2025-02-11 - 2:48:08 PM GMT - Time Source: server- IP address: 136.226.65.72
-  Agreement completed.  
2025-02-11 - 2:48:08 PM GMT

## OPTUM ENTERPRISE CAC, OPTUM CAC PROFESSIONAL, AND OPTUM CDI 3D PRODUCT SCHEDULE

Optum360, LLC (“Optum”) and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“Customer”) have entered into this Product Schedule (this “Schedule”), with an effective date of February 26, 2025 (the “Effective Date”). This Schedule is incorporated into and made a part of the Master Agreement between Optum360, LLC and Customer, dated February 26, 2025 (the “Agreement”). The parties agree as follows:

I. **Definitions.** The following definitions shall apply to this Schedule:

A. “**Hosted System**” shall mean the Software (as defined below), which includes the LifeCode® Natural Language Processor Engine (“NLP Engine”), hardware, third party owned software, networks, program fixes, program releases, operating system software, and database software, as deemed necessary by Optum for proper execution of the Software at Optum’s location (as set forth in the Documentation).

B. “**Services**” shall mean, for the purposes of this Schedule, Optum’s provision to Customer of access to the Hosted System, related support and implementation services (as set forth on Exhibits A and B, respectively), readiness assessments, and other professional Services provided to Customer pursuant to this Schedule and any additional Exhibits, as applicable.

C. “**Software**” shall mean the following Software applications accessible through the Hosted System, including all updates, enhancements, and versions thereto:

- **Optum Enterprise Computer-Assisted Coding Platform (“Optum Enterprise CAC”)**: Generates medical codes for review, validation, and use based on clinical documentation for inpatient and outpatient cases.
- **Optum Coding and Reimbursement Module (“Coding Module”)**: Integrates within Optum Enterprise CAC to provide a single comprehensive coding, compliance and reimbursement capabilities, including:
  - Logic and Book encoding
  - Edits (including MCE, OCE, CCI, and other clinical edits)
  - References (including Coding Clinic, Coding Clinic for HCPCS, CPT® Assistant, Clinical Documentation Guidelines (CDGs), and Optum Coders’ Desk Reference)
  - Medicare Inpatient Prospective Payment System (PPS) - supports acute care hospital reimbursement which is MS DRG-based.
  - Medicare Outpatient PPS based on APCs
  - Medical Reference Engine (MRE) - A comprehensive regulatory, coding, billing and reimbursement search and research tool which includes the following sources: CMS Transmittals, OIG Workplan, CIAs, Advisory Opinions, Fraud Alerts, MLN Matters, Proposed and Final Rules, CMS Pub. 100, RAC Audit, Code of Federal Regulations, Fee Schedules, LCD/NCD Policies, Internet Only Manuals, CMS Press Releases, PQRI, and ICD-10.
  - **LCD Data FOR THE FOLLOWING STATES** (Data will be for the CMS contractor as of the Effective Date and any replacements for that contractor):

List State	Part A
Nevada	01301 Palmetto GBA

- **APR-DRG Grouper**: The APR-DRG Grouper is made up of a collection of programs designed to assign APR-DRGs to inpatient hospital cases using ICD diagnoses, ICD procedures, age, discharge status and sex. The APR-DRG methodology is based on severity of illness (“SOI”) and risk of mortality (“ROM”) subclassifications as defined by 3M Health Information Systems. The APR-DRG Grouper works in conjunction with the 3M™ Grouper Plus System.
- **Zhealth Product**: *Dr. Z's Medical Coding Series – Interventional Radiology Coding Reference Book* - a comprehensive manual that details the appropriate coding and charging for the complex and specialized Interventional Radiology procedures (vascular and non-vascular) It provides details and clear guidelines about coding and billing rules for such Interventional Radiology procedures. Also covers coding rules for physicians and hospitals.
- **Optum CDI 3D (“Optum CDI 3D”)**: Integrates with the Optum Enterprise Computer-Assisted Coding Platform. Analyzes inpatient clinical documentation using LifeCode® natural language processing technology and case-finding rules to identify cases for review and potential query opportunities. Optum CDI 3D relies on the Optum Coding and Reimbursement and Workflow Modules to prioritize workflow, track query status, determine DRG and projected reimbursement.
  - **Optum Coding and Reimbursement Module**: Available within Optum CDI 3D for hospital inpatient Clinical Documentation Improvement (CDI) Specialists:
    - References (including Coding Clinic, Clinical Documentation Guidelines (CDGs), and Optum Coders’ Desk Reference)
    - Medicare Inpatient Prospective Payment System (PPS) - supports acute care hospital reimbursement which is MS-DRG-based.
  - **APR-DRG Grouper**: The APR-DRG Grouper is made up of a collection of programs designed to assign proposed APR-DRGs to inpatient hospital cases using ICD diagnoses, ICD procedures, age, discharge status and sex. The APR-DRG methodology is based on severity of illness (“SOI”) and risk of mortality (“ROM”) subclassifications as defined by 3M Health Information Systems. The APR-DRG Grouper works in conjunction with the 3M™ Grouper Plus System.
  - **Optum Workflow Module (for use only with Optum CDI 3D)**: Automates case assignment to coders. Provides managers the ability to build and maintain individual work queues.
- **Optum Computer-Assisted Coding Professional (“Optum CAC Professional”)**: Generates medical codes for review, validation, and use based on clinical documentation in physicians’ reports, industry standards, and customer-specific guidelines. Optum CAC Professional includes the following modules:
  - **Optum Computer-Assisted Coding Audit Module (“Audit Module”)**: Provides a sampling method for random statistical auditing and scoring methodology for medical records and charge data, and access to pre-designed reports that will enable Customer review of medical record and charge data audits, and evaluation of physician documentation.
- **TRICARE/CHAMPUS Inpatient PPS**: The TRICARE/Civilian Health and Medical Programs of the Uniformed Services (CHAMPUS) Grouper is made up of a collection of programs designed to assign Diagnosis Related Groups (DRGs) to inpatient acute care discharges using ICD-9-CM diagnoses, ICD-9-CM procedures, age in years, age in days at admission, age in days at discharge, discharge status and sex. Requirements for the TRICARE/CHAMPUS Grouper are defined by the Department of Defense. Generally, this product is updated yearly.

## II. Services Subscription.

A. Optum Services. Subject to the terms and conditions of this Schedule and the Agreement, Optum shall provide to Customer access to and use of the Hosted System and the other Services described in this Schedule, provided in the event of any conflict between the terms of this Schedule and the Agreement, this Schedule shall control. Customer may access and use the Hosted System and other Services only as described in this Schedule. The Hosted System includes a sublicense to use the CPT codes embedded in the Software. Customer may access and use the Hosted System only from locations within the United States, or from other locations permitted by Optum.

B. CAC Readiness Assessment. Optum shall perform a “CAC Readiness Assessment” prior to implementing Optum Enterprise CAC, which will consist of the following. Optum shall:

1. Identify and assess key health information management (“HIM”) process and policy areas that will be modified and/or improved with the introduction of CAC technology.
2. Identify and assess key HIM organizational infrastructure requirements.
3. Assess current HIM and coding workflow and business practice and document improvement opportunities with introduction of CAC.
4. Advise Customer on organizational change management requirements and strategies to facilitate adoption of CAC.
5. Identify and review current key performance indicators (KPI’s) and productivity measurement for HIM and Coders.
6. Provide Customer with a final report of findings (“CAC Readiness Final Report”) containing a summary of above observations and recommendations that will support subsequent implementation phases, including:
  - Current processes and practices in need of change and proposed changes in order to maximize CAC functionality.
  - Current HIM and coder business/productivity measurements and estimated improvement based on CAC implementation.
  - HIM and coder education and change management strategy.
  - Initial KPI measures for CAC influenced/enabled coding and revenue cycle workflow.

C. Functionality of the Hosted System. The functionality of the Hosted System provides assignment of codes and common modifiers for claims and bills to physicians’ reports provided by Customer based upon industry standards. Customer will have access to pre-designed reports that will enable Customer review of coder productivity, analysis of coding and flagging results, and evaluation of physician documentation, and online access for Customer to current patient data for export into billing systems.

1. Front End Software. Cloverleaf Secure Courier Client front-end software shall be deployed on Customer’s equipment to enable communication with Optum’s operations center and access to the Hosted System. The Cloverleaf Secure Courier Client initiates the connection/session between the Cloverleaf Secure Courier Server and the Hosted System. Customer is the source for the transmitting and receiving of HL7, OCR image text, cold feeds, and other data from the Cloverleaf Secure Courier Server to the Hosted System. The data is first encrypted using the Advanced Encryption Standard (AES) and then transmitted via the internet using TLS 256 bit.

2. Coding Clinic. The Coding Module will contain the Coding Clinic for ICD-10-CM, which is owned by the American Hospital Association (“AHA”). The following applies to use of the Coding Clinic as included in the Coding Module.

(a) Ownership. Coding Clinic For ICD-10-CM is copyrighted by the AHA, Chicago, Illinois, which licenses its use. No portion of Coding Clinic may be copied without the express written consent of Optum and AHA. Customer is prohibited from printing or downloading Coding Clinic by any user, other than the printing of an entire article from Coding Clinic on a specific topic

without any modification to the article and for internal use only, as long as the source of the article(s) is printed on the printout(s). Customer agrees that the text of Coding Clinic is and shall remain inaccessible to other programs capable of generating paper printouts of Coding Clinic (excluding the print screen functionality of Windows software) provided Optum encrypts all files containing source text of Coding Clinic.

(b) Use in Software. AHA did not enter the Coding Clinic information and data into the Coding Module and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including Customer, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to Optum or its products or services.

3. Restricted Use. Customer's use of the APR-DRG Grouper embedded in the Coding Module or Optum CDI 3D is restricted to use in conjunction with an interactive coding system linked from, or embedded in, an interactive encoder system to provide Customer with the impact of secondary diagnoses on the assignment of the APR-DRG classification as well as those secondary diagnoses and the procedures which impact the severity of illness and risk of mortality. Customer agrees to the terms of the 3M Software License Attachment to this Schedule.

4. Application Programming Interface ("API") Connector. Optum hereby grants to Customer, under the terms of this Schedule and the Agreement, a sublicense to use the Symphonia Message Mapper API Connector, which is owned and licensed to Optum by Orion Health Inc., at the specified number of data centers listed in the ISOS. Symphonia Message Mapper is required for the API integration between Customer's electronic medical record ("EMR") and patient accounting system and Optum Enterprise CAC.

D. Site(s). Customer may use the Software to process cases for the following site(s). Customer may also use the Software to process cases for its ambulatory departments or sites owned by Customer not physically located at the sites listed below whose inpatient admission and outpatient visit volumes are included in the Allowed Admissions and Allowed Vists set forth below.

- University Medical Center of Southern Nevada at 1800 West Charleston Blvd. Las Vegas, Nevada 89102

1. Customer may add sites (including Affiliate sites) to this Schedule by executing an amendment to this Schedule setting forth the additional implementation plan and any related fees, and binding each Affiliate in writing to all the same terms and conditions applicable to Customer under this Schedule and the Agreement, if applicable.

III. Customer Support. Optum will provide the support Services set forth in Exhibit A to this Schedule. Optum may, from time to time, modify or enhance the support Services set forth in Exhibit A, as long as Optum does not materially degrade such Services. Upon request and if mutually agreed, Optum will provide to Customer additional professional services, at the rates described below, pursuant to a separate, written scope of services (each a "Scope of Services").

IV. Implementation. Implementation Services for the Hosted System are set forth in the Implementation Scope of Services document attached as Exhibit B and Exhibit C (the "ISOS").

V. Customer Responsibilities.

A. Operating Environment. Customer will provide an operating environment required to access and use the Hosted System, as defined during implementation. Optum may periodically modify the minimum operating environment requirements. Customer is responsible for obtaining and formatting its own data for use with the Hosted System and any third-party interface charges.

B. Limitations of Optum Responsibilities; Pass-code Protection. The accuracy and adequacy of the Customer Data shall be the exclusive responsibility of Customer. Customer acknowledges and agrees that Optum (1) is not responsible for, and has had no involvement or participation in, the gathering, preparation or development of the back-up documentation which substantiates or evidences the Customer Data; and (2) is not responsible for validating, verifying or determining the accuracy of the Customer Data or detecting or correcting prior errors with regard to the Customer Data. Customer is solely responsible for protecting Customer's private pass-code utilized in accessing the Hosted System and Optum shall not be responsible for any damage or claim caused by the access of Customer's files or any unauthorized use of such pass-code. In no event shall Optum be liable for claims caused by modifications or adaptations to the Hosted System or Services by anyone other than Optum.

VI. Fees and Payment Terms. Customer agrees to pay Optum for the performance of services described below for the fixed not-to-exceed fee of \$4,500,000.00.

A. Implementation and Pre Production Fees.

1. Implementation. For implementation of each module of the Software set forth in the table below, Customer shall pay Optum the non-refundable implementation fees set forth below, with payment for each due as follows: fifty percent (50%) as of the Effective Date, and the remainder (50%) upon the earlier of First Productive Use for the corresponding module or the "Invoice Date" set forth below. "First Productive Use" shall mean the date on which live data of Customer is first processed through the applicable module of the Software and used in production operations at the first site for that module. First Productive Use shall not include parallel running of an application with Customer's existing system until the applicable module of the Software is used in the production operations. Optum and Customer agree that the earlier of the First Productive Use of Optum Enterprise CAC or November 1, 2025 (the "FPU Backend Date"), shall be the "CAC Start Date" for purposes of this Schedule. If First Productive Use of Optum Enterprise CAC has not occurred on or before the FPU Backend Date, and the delay is caused solely by Optum, the parties may mutually agree in writing to extend the date that becomes the CAC Start Date or the Invoice Date.

Module	Total Fee	50% upon Effective Date	50% upon earlier of FPU or Invoice Date	Invoice Date
Optum Enterprise CAC	██████	██████	██████	November 1, 2025
Coding and Reimbursement Module	██████	██████	██████	November 1, 2025
APR-DRG Grouper	██████	██████	██████	November 1, 2025
<u>TRICARE/CHAMPUS Inpatient PPS</u>	██████	██████	██████	November 1, 2025
Optum CDI 3D, technical implementation and training	██████	██████	██████	November 1, 2025
Optum CAC Professional: for implementation of Customer's 4sites; \$5,000 for each additional site.	██████	██████	██████	November 1, 2025
Optum CAC Professional: Audit Module	██████	██████	██████	November 1, 2025
<b>TOTAL</b>	██████	██████	██████	November 1, 2025

B. Payment of Annual Subscription Fees. For each Contract Year, beginning upon the CAC Start Date and thereafter on each anniversary of the CAC Start Date, Optum will invoice Customer for, and Customer shall pay Optum, the following annual subscription fees (each an “Annual Fee”), and any adjustments as applicable. For purposes of this Schedule, a “Contract Year” shall mean a twelve month period beginning as of CAC Start Date, or an anniversary of the CAC Start Date. Notwithstanding the foregoing:

- If Customer begins processing live data through the Optum CAC Professional module prior to the CAC Start Date, Customer shall pay Optum a monthly fee of \$9,135.08, beginning as of such processing of live data at the first site and ending as of the CAC Start Date. Optum shall invoice Customer for the full Contract Year 1 Optum CAC Professional Annual Fee upon the CAC Start Date. The parties acknowledge and agree that if First Productive Use not occur on the first of the month, Customer shall pay Optum a pro-rated monthly fee for the period of time from First Productive Use of Optum CAC Professional to the Start Date.
- If Customer begins processing live data through the Optum CDI 3D module prior to the CAC Start Date, Customer shall pay Optum a monthly fee of \$19,484.92, beginning as of such processing of live data at the first site and ending as of the CAC Start Date. Optum shall invoice Customer for the full Contract Year 1 Optum CDI 3D Annual Fee upon the CAC Start Date. The parties acknowledge and agree that if First Productive Use not occur on the first of the month, Customer shall pay Optum a pro-rated monthly fee for the period of time from First Productive Use of Optum CDI 3D to the Start Date.

The fees set forth in the following table represent an Annual Fee increase of three percent (3.0%) commencing upon the first anniversary of the CAC Start Date. However, the Annual Fees will actually increase annually on each anniversary of the CAC Start Date during the term of this Schedule by the greater of (i) three percent (3.0%), or (ii) a percentage equal to the 12-month percentage increase in the ECI (as defined below), up to a maximum of five percent (5%). As used herein, “ECI” means the Employment Cost Index (not seasonally adjusted) for total compensation, for private industry workers, by occupational group – management, professional and related, as published quarterly by the Bureau of Labor Statistics at the end of the month following the quarter measured. Optum will use the most recently published ECI available as of each anniversary of the CAC Start Date to determine the 12-month percentage increase in ECI. For example, if a CAC Start Date anniversary is January 1, 2026, and the ECI was most recently published in the third quarter of 2025, then Optum will use the ECI from the third quarter of 2025 to determine the applicable fee increase for January 1, 2026. In the event that the percentage increase in the ECI exceeds five percent (5%), the parties agree to meet and negotiate in good faith a mutually agreeable increase in the Annual Fees for the annual period in question, but in no event shall the annual increase in Annual Fees exceed five percent (5%) without mutual written agreement of the parties. If the ECI is discontinued or if data required to measure the ECI is missing and no government index or computation or substitute data replaces the same, Optum and Customer shall in good faith agree upon a suitable substitute to determine the annual fee increase.

Module	Year 1	Year 2	Year 3	Year 4	Year 5
<b><u>Optum Enterprise CAC Inpatient Annual Fees:</u></b> <i>Based on up to 25,750 annual inpatient admissions</i>	██████	██████	██████	██████	██████
<b><u>Optum Enterprise CAC Outpatient Annual Fees:</u></b> <i>Based on up to 98,880 annual outpatient visits.</i>	██████	██████	██████	██████	██████
<b><u>Coding Module Annual Fees</u></b> <i>(including</i>	██████	██████	██████	██████	██████

<i>single LCD Data rule set):</i>					
<b><u>APR-DRG Annual Fees:</u></b> <i>Based on up to 25,750 annual inpatient admissions.</i>	██████	██████	██████	██████	██████
<b><u>TRICARE/CHAMPUS Annual Fees:</u></b> <i>Based on up to 25,000 annual inpatient admissions.</i>	██████	██████	██████	██████	██████
<b><u>Dr. Z Annual Fees:</u></b> <i>Based on up to 12 unique users per Contract Year</i>	██████	██████	██████	██████	██████
<b><u>Optum CDI 3D Annual Fees:</u></b> <i>Based on up to 25,000 annual inpatient admissions</i>	██████	██████	██████	██████	██████
<b><u>CAC Professional Annual Fees:</u></b> <i>Based on a total of up to 430,000 annual Transactions</i>	██████ <sup>1</sup>	██████	██████	██████	██████
<b><u>Audit Module Annual Fees:</u></b>	██████	██████	██████	██████	██████
<b>TOTAL ANNUAL FEES</b>	\$697,114	\$720,154	\$743,992	\$768,656	\$794,179

\*The parties acknowledge and agree that the Annual Fees provided above do not include any additional applicable overages or third party royalty pass-through costs (as described in Section VI.D below).

1. **Optum Enterprise CAC.** As of the Effective Date, the Annual Fees set forth above are based on up to the number of inpatient admissions (“Allowed Admissions”) and up to the number of outpatient visits (“Allowed Visits”) per Contract Year set forth in the Annual Fee Table above. At least thirty (30) days before the anniversary of the CAC Start Date, Customer shall report to Optum the number of inpatient admissions, outpatient visits, and/or the number of Unique Users (“Customer Reported Metrics”) for the Customer’s previous fiscal year period. Optum may audit the Customer Reported Metrics for any twelve (12) month period using HIMSS Analytics, AHD.com, AHA, Hospital Blue Book or another comparable industry source (the “Third Party Sources”) and/or the application system. If Customer does not provide the metrics as described above, Optum may audit Customer Reported Metrics for any twelve (12) month period using the application system and/or Third Party Sources, as applicable, and Customer agrees that such metrics will become the Customer Reported Metrics. . For each inpatient admission and outpatient visit in excess of the Allowed Admissions or Allowed Visits during the applicable Contract Year, Optum shall invoice Customer annually at the rates specified in the table below.

<b>Optum Enterprise CAC Fee Per Inpatient Admission</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Above 25,750	██████	██████	██████	██████	██████

<b>Optum Enterprise CAC Fee Per Outpatient Visit</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Above 98,880	██████	██████	██████	██████	██████

2. **Unique Users.** Customer may use Enterprise CAC, the Coding Module, and Optum CDI 3D with up to twelve (12) Unique Users (the “Unique Users”). A “Unique User” shall mean each



individual authorized to access and use the Hosted System under this Schedule via a unique user id and password. Upon the CAC Start Date and within thirty (30) days of each anniversary of the CAC Start Date, Customer shall report to Optum the total number of Unique Users for the previous twelve (12) months. For any Unique Users over the number set forth above, Customer shall pay Optum any associated third-party royalties, as provided in Section VI.E, below.

3. APR-DRG Grouper. As of the Effective Date, the annual royalty fees for the APR-DRG Grouper included in this Schedule are based on the Allowed Admissions per year. If the number of admissions exceeds the Allowed Admissions for a Contract Year, the date on which Customer exceeded the Allowed Admissions shall be provided to Optum at least thirty (30) days before the anniversary of the CAC Start Date. Optum shall invoice Customer for the incremental, prorated portion of the APR-DRG annual royalty fee in accordance with the table below, based on the date on which Customer exceeded the Allowed Admissions. Optum may also adjust the invoice for the following Contract Year to reflect the updated admission totals.

# Annual Inpatient Admissions			Year 1	Year 2	Year 3	Year 4	Year 5
Up to 27,999			included in above fee schedule				
Between	28,000	31,499	████	████	████	████	████
Between	31,500	35,249	████	████	████	████	████
Above	35,249		To Be Negotiated				

4. TRICARE/CHAMPUS. As of the Effective Date, the annual royalty fees for TRICARE/CHAMPUS included in this Schedule are based on the Allowed Admissions per year. If the number of admissions exceeds the Allowed Admissions for a Contract Year, the date on which Customer exceeded the Allowed Admissions shall be provided to Optum at least thirty (30) days before the anniversary of the CAC Start Date. Optum shall invoice Customer for the incremental, prorated portion of the TRICARE/CHAMPUS annual royalty fee in accordance with the table below, based on the date on which Customer exceeded the Allowed Admissions. Optum may also adjust the invoice for the following Contract Year to reflect the updated admission totals.

# Annual Outpatient Visit			Year 1	Year 2	Year 3	Year 4	Year 5
Up to 115,599			included in above fee schedule				
Between	115,600	132,899	████	████	████	████	████
Between	132,900	151,999	████	████	████	████	████
Above	151,999		To Be Negotiated				

5. Optum CDI 3D. Optum CDI 3D Annual Fees for each Contract Year are based on the Allowed Admissions. For each inpatient admission in excess of the Allowed Admissions during the applicable Contract Year, Optum shall invoice Customer annually at the rates specified in the table below for additional Optum CDI 3D fees.

Optum CDI 3D Fees Fee per Inpatient Admission	Year 1	Year 2	Year 3	Year 4	Year 5
Above 25,750	████	████	████	████	████

6. Optum CAC Professional. Optum CAC Professional Annual Fees for each Contract Year are based on the types of Transactions set forth in the ISOS and up to the annual number of Transactions set forth in the Annual Fee Table above (the “Allowed Transactions”). For each Transaction in excess of the Allowed Transactions during the applicable Contract Year, in addition to the Annual Fee set forth above, Customer shall pay a Per Transaction Fee as set forth in the table for each Transaction sent to the Software in excess of the Allowed Transactions. A “Transaction” for the Optum CAC Professional product is defined as a single encounter between a billing provider and a patient, regardless of the number of diagnosis or procedure codes that are processed through the Hosted System. If there are multiple services from a single encounter documented as amended or subsequent clinical notes, then each note is processed separately and charged separately. The parties may add additional Transaction types by amending this Schedule.

<b>Optum CAC Professional Fees Per Transaction</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Above 442,900					

C. Invoices. Customer shall pay all amounts due under this Schedule within thirty (30) days of the date of each invoice.

D. Third Party Royalties. During the Term, Optum may pass-through to Customer (without mark-up) and Customer shall reimburse Optum for royalty fees paid to third parties related to the Software (such as the 3M, AMA, ADA and AHA), which are based on Customer sites, Allowed Admissions, Allowed Visits or number of Unique Users. A “Unique User” shall mean each individual authorized to access and use the Hosted System under this Schedule via a unique user id and password. Customer agrees to reimburse Optum for any increases in third party royalty fees. Optum shall use commercially reasonable efforts to provide notice of the increases at least thirty (30) days prior to the effective date of the increases.

E. Suspension of Services. In addition to any other remedy available at law or in equity, upon ten (10) days written notice thereof, Optum may suspend its Services or access to and use of the Hosted Software by Customer if Customer’s payment is delinquent by more than sixty (60) days from the date of invoice and has failed to cure such delinquency within ten (10) days after written notice thereof.

F. Fees for Other Services. Charges for certain other services performed by Optum for Customer will be subject to a charge based on either a variable labor rate or a fixed fee. The parties will mutually agree in writing on fees and scope prior to Optum providing any additional services.

1. Professional Service Charge Subject to a Variable Hourly Labor Rate. For certain professional services performed by Optum that are in addition to the Services under this Schedule, Optum will charge a fee based on the hourly labor rates set forth below (or, if not listed below, based on Optum’s then current rates), which shall be subject to an annual escalation at a rate of five percent (5%) per year, effective each year on the anniversary of the CAC Start Date. The types of services subject to an hourly service charge include, but are not limited to, the following:

- (a) Reimbursement for excess Optum work, where such excess effort is directly attributable to a Customer-related change in a key work element of the implementation workplan.
- (b) Requests for customized reports, customized output, customized queues, and non-standard queries to the Optum database.
- (c) Requests for training of Customer personnel following the implementation process, where such training is conducted via telephonic or WebEx™ sessions.
- (d) Requests for training and/or consulting at Customer’s site (which will include fees for professional services plus reimbursement for travel related expenses).
- (e) Changes following the implementation process to formats for transcription file, billing export file, or demographic file.
- (f) Configuration, support and assistance related to new releases of the Software.

Rate Card	Hourly Rate
Project Manager	
Technical Business Analyst	
Product Specialist	
Development/Customizations	
Methodology Consultant	

2. Fees Subject to Fixed Charges. Optum will charge a fixed fee for selected other services, such as those shown below:

- (a) Return of Customer Data - Upon completion or termination of this Schedule, Customer will be entitled to a copy of all electronic report files and coding results related to Customer provided reports and data via a CD with look up and print functionality, for a charge of \$7,500, plus \$5 per GB of data; provided, however, that if Customer terminates the Agreement or this Schedule for cause prior to the end of the term, this charge will not apply.
- (b) Monthly Storage Fee - Should Customer choose to maintain Customer Data on Optum's archive system after expiration or termination of this Schedule, Customer will be charged a monthly storage fee at the then current monthly storage fee of Optum.

VII. Term and Termination. This Schedule is effective as of the Effective Date, and continues for five (5) Contract Years (the "Initial Term"), unless earlier terminated pursuant to the Agreement, provided after expiration of Contract Year 3, Customer can terminate this Schedule at any time during Contract Year 4 or Contract Year 5 with 60 days' notice to Optum. Following termination of this Schedule, Customer's access to and use of the Hosted System and Services shall terminate and Customer shall have no remaining rights to access and use the Hosted System and Services.

VIII. Optum's Right to Use Customer Data. Optum may use Customer Data for the purpose of (a) providing the Services and (b) creating de-identified data. Customer acknowledges and agrees that Optum has the right to use the de-identified data in accordance with applicable law.

IX. Change Request Process. Changes in project scope, schedule or timeline for any Services under this Schedule or a Scope of Services require a change request and may result in a new or revised schedule or Scope of Services and associated fees. All requests to change project scope will use the following procedure. Either Optum or Customer may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will be documented by Optum. Optum may also specify the date before which Customer must respond to avoid uncontrolled impacts on the project plan. If the change of scope is approved by both parties, Optum will revise this Schedule or the Scope of Services and budget as needed and schedule the work to commence accordingly. The signatures of Customer and Optum on the change of scope request form will confirm approval or rejection of the request. Optum will not commence work on the change request without approval.

The parties have accepted and agreed to this Schedule as of the Effective Date.

<p style="text-align: center;">OPTUM360, LLC</p> <p>BY: <u>Michael Landen</u>  <small>Michael Landen (02/11/2025 06:49 PST)</small></p> <p>PRINT NAME: <u>Michael Landen</u></p> <p>TITLE: <u>OI Provider SVP</u></p>	<p style="text-align: center;">UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA</p> <p>BY: _____</p> <p>PRINT NAME: _____</p> <p>TITLE: _____</p>
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Agreement No. 01413446.0

## EXHIBIT A

### SUPPORT



Exhibit A  
Support\_February 20:

During the term of the Schedule, Optum agrees to provide the following support for the Hosted System:

1. **Uptime:** The Hosted System is built around a highly scalable and redundant network and server design topology that guarantees high availability across networking and server components. The servers and Services that host the Hosted System are enterprise grade systems with redundant high efficiency power supplies, mirrored internal storage, and multiple network connections and host bus storage adapters to provide redundant storage and network interconnects.

Consistent with sound industry operating practice, Optum will use commercially reasonable efforts to assure availability of the Hosted System at greater than or equal to 99.5% system uptime, calculated over any rolling three (3) month period, and not including scheduled downtime for updates and maintenance. Scheduled maintenance times are outlined in “System Maintenance” below, and Optum will provide Customer advance notice of any non-scheduled maintenance (also as outlined in “System Maintenance” below). Outages due to scheduled maintenance, non-scheduled maintenance with appropriate notice from Optum, or hardware, power, internet or operating system problems located at Customer’s site, are not included in the calculation of uptime service level performance.

2. **Updates:** Optum shall furnish to Customer standard updates that Optum furnishes without charge to all other users of the Hosted System, in accordance with regular release schedules. Optum shall use commercially reasonable efforts to provide sixty (60) days notice to Customer of major Optum Enterprise CAC system upgrades and enhancements, including documentation related to such upgrade, such as release notes or other communication. Customer will have reasonable time (no fewer than thirty (30) days) before the major system release is migrated to production. Optum will make a preview environment available for the testing of third party interfaces and integration.

3. **System Maintenance:** Consistent with sound industry operating practice, Optum will take down the Hosted System for regularly scheduled, planned maintenance in accordance with the schedule set forth below. Customer will be advised/reminded in advance of release times not specified below (noting that maintenance is typically scheduled to occur during less-active times of the day).

Product Name	Release Day	Frequency	Release Time
Optum Enterprise CAC and Optum CAC Professional	Second Sunday	Monthly	5:00 AM – 12:00 PM Eastern Time
Optum NLP Engine	Thursdays	Quarterly	9:00 PM – 1:00 AM Eastern Time

Optum will provide Customer with notice as soon as possible of any non-regularly scheduled maintenance such as emergency system maintenance, hot fixes and patches, and security and regulatory changes, and Optum will use commercially reasonable efforts to ensure that such non-regularly scheduled maintenance is only conducted outside the following hours: Monday through Friday, 7:00am to 8:00pm Eastern Time.

In the event that a critical Optum Enterprise CAC patch is required, Optum shall certify and install all patches within seven (7) days from the date that the patch is made available. This applies to critical patches only, including, but not limited to, security issues, incorrect operation of Optum Enterprise CAC that materially impacts the safe or correct operation of the Software, etc.

4. **Security of Data Transmissions:** The Hosted System completes the transfer of files to the Hosted System via 128 bit encryption; and web reporting back to Customer via Sercure TLS with user passwords.
5. **Business Continuity:** A summary of Optum’s Business Continuity & Disaster Recovery Program Customer Overview may be requested from Optum.
6. **Backup Policy:** Optum performs daily data backups conforming to industry standard practices for backup and retention.
7. **Coding Practices:** Optum will exercise commercially reasonable efforts to ensure that the coded output of the Hosted System is in accordance with applicable rules, regulations, manual instructions and guidelines, including those issued by the Centers for Medicare and Medicaid Services (CMS), the American Medical Association (AMA), the American Hospital Association (AHA), and the American Health Information Management Association (AHIMA), and will regularly monitor the accuracy and quality of the coded output of the Hosted System. In doing so, Optum is authorized to rely on its reasonable understanding of existing coding rules, guidelines and conventions, including but not limited to CMS risk adjustment guidelines, in effect and accepted in the industry as the generally accepted rules, guidelines and conventions. In no event shall Optum be liable or responsible for a difference of coding opinion or interpretation between it and any other party, nor for any change of interpretation or opinion not known to Optum.

Notwithstanding the foregoing, Customer acknowledges and agrees that the coded output of the Hosted System is based on the medical record and other written information or material submitted by Customer for processing through the Hosted System (“Usable Data,” as defined under the Agreement), and Customer is responsible for the ultimate selection and submission of any codes to third party payors. Optum shall not be liable or responsible for any errors, omissions, illegible text or false or misleading statements contained in any Usable Data processed through the Hosted System. Customer further acknowledges and agrees that (i) many coding decisions are judgment calls, (ii) Customer has the responsibility to (x) stay informed of Federal, State and private payor regulatory requirements, and any changes thereto (including, but not limited to, all Medicare carrier bulletins, directives, guidelines and interpretive memoranda) which affect Customer’s coding output, and (y) immediately notify Optum of such requirements and changes where applicable, and (iii) any errors caused by Customer’s failure to notify Optum of such requirements and changes will be the sole responsibility of Customer.

Optum will make commercially reasonable efforts to make any applicable national regulatory updates to the Hosted System in compliance with effective dates, after receipt of final and complete rules and guidelines. Any information released after previously issued final changes will be applied as soon as commercially reasonable to all supported environments.

NLP Engine update policies require review and revision of the NLP knowledge base and algorithms to comply with published updates of authoritative coding guidelines. The NLP update schedule is set in advance to comply to coding published effective dates. Quality Assurance testing is required on all NLP releases to verify performance of revisions prior to production release.

Discrepancies in the coded results reported by Customer or from Optum’s Quality Assurance processes are validated by Optum subject matter experts. Discrepancies found to be valid, based upon documentation available to the NLP Engine, are documented within an enterprise-level tracking system and assigned an individual issue number. Each issue is prioritized based upon the severity and frequency of the issue. Critical issues are scheduled for update no later than the next scheduled release, consistent with Optum’s standard development cycle.

8. **Data Security:** The following data security measures apply for the Hosted System: (a) access by Optum personnel to the application Hosted System will be limited to those personnel providing hosting Services or support Services, or administrative Services such as auditing or security; (b) access to operating systems, network applications and/or Customer Data by Optum and its authorized subcontractors shall be through Optum-assigned individual user IDs, and individual user IDs issued to Optum personnel shall not be shared; (c) Optum shall install security patches for the application Hosted System, operating system, database, supporting utility code and all other Hosted System

promptly after the release of such patches. Antivirus protection will be maintained at up to date levels at all times on all Microsoft Windows-based servers used in the data center to deliver hosting services.

(a) Server Security.

- Optum shall ensure that system and database administrator accounts are restricted to authorized personnel, and that servers are on a private domain utilized exclusively by Optum.
- Optum shall enforce a firewall, and shall keep required ports open as deemed necessary.
- Optum shall ensure that anti-virus software on all servers and update signature files on a regular basis.
- Optum shall limit database server Customer access through the application or must document all other access methods to the database.
- Optum shall make commercially reasonable efforts to utilize a network-based intrusion detection system.

(b) Network Security. The Hosted System has a robust network security infrastructure, which includes intrusion detection systems employed at the network perimeter. Host to host intercommunications are controlled by Access Control Lists (ACLs) to ensure the identity of the host. All data communications between the Hosted System and Customer are encrypted during transport and at rest. Access to the Hosted System is limited to web-based customers accessing via Transport Layer Security (TLS) transport from trusted IPs provided by the customer.

(c) Authentication. Access to the Hosted System user interface requires that the user enter valid credentials which are verified by the application. Once authenticated, user permissions within the application are determined by the role assigned to the user. The user interface includes automatic suspend and logout functions to secure the display of sensitive patient data during periods of inactivity. These settings are configurable by facility and may not be modified by users.

(d) Password/Login Functionality. Access to the Hosted System user interface requires that the user enter valid credentials, which are verified by the application. The Hosted System supports role-based access and allows users to access only the necessary operations to perform his/her job. Once authenticated, user permissions within the application are determined by the role assigned to the user.

**Password Parameters**

- Account password minimum length = eight (8) characters
- Contain upper and lower case letters
- Contain a number OR non-alpha-numeric character
- Cannot contain:
  - User's login ID
  - Blanks
  - One of the last 10 passwords used

The user interface includes automatic suspend and logout functions to secure the display of sensitive patient data during periods of inactivity. These settings are configurable by facility and may not be modified by users.

(e) Application Logging and Auditing. The Hosted System supports robust logging of security relevant events. Below is a list of the events that are logged within the application:

- User ID of user
- Successful login attempts
- Date/Time of event
- Type of event
- Success of event
- Denial of access due to excessive login attempts. Three (3) failures will result in a locked account.

Customers will need to request audit logs from Optum Support.

(f) Encryption. All protected health information (PHI) and health care business information (HCBI) is transmitted and stored securely using encryption. Hosted System cryptography is based on industry standards and any symmetric, asymmetric, or hashing algorithm utilized by the Hosted System application infrastructure must

utilize algorithms that have been published and evaluated by the general cryptographic community. Hosted System utilizes encryption that meets or exceeds the following standards:

- Algorithms must be of sufficient strength to equate to 168-bit Triple DES.
- Preferred hashing functions are SHA-1.
- Connections to the Hosted System utilizing the Internet are protected using the following cryptographic technologies: TLS and/or HTTPS

(g) Security Patches. Optum shall develop and follow a documented policy for applying security patches and major system upgrades and enhancements to database, web, and application servers.

(h) Development Security Practices. Optum adheres to a Software Development Life Cycle (SDLC) methodology, following commonly used best practices for designing, developing and deploying with secure features. The most important practice is ensuring the protection of sensitive information. During design and development, Customer's Protected Health Information resides strictly in Customer's designated data partition.

9. **Post Implementation Support Services -- On-Site and Remote Activities:**

- Assignment of a Customer Account Manager by Optum. Optum will make commercially reasonable efforts to have this Customer Account Manager assigned within thirty (30) days after the Effective Date of the Schedule.
- Quarterly (or more frequently) Production and Support reports reviewed collaboratively by Optum and Customer.
- A minimum of quarterly Performance Management Program reviews with users and other Customer stakeholders to review product value metrics and coordinate action steps and other improvement areas based on metrics. The Performance Management Program review includes, but is not limited to benchmark comparisons, workflow management, HIM/CDI (as applicable) operations review and key performance indicators.
- Coordination of additional support and training as needed.
- Participation in any Optum Enterprise CAC Customer user groups (as they become available).

10. **Anti Virus Software:** The Hosted System employs a multitier solution for antivirus, malware, and network access control protection. The following minimum requirements shall be enforced:

- The antivirus product shall be operated in real time on all servers and client computers. The product shall be configured for real time protection.
- The antivirus library definitions shall be updated at least twice per day.
- Antivirus scans shall be done a minimum of once per week.

11. **Data Center Certification:** The Optum datacenter is hosted by a third-party vendor which annually performs a variety of audits and assessment controls. Upon request, Optum agrees to provide to Customer for review via WebEx presentation. Optum will facilitate periodic status updates between the Data Center and Customer if the report contain findings or issues that Customer reasonably believes require remediation.

12. **Vulnerability Assessment and Scanning Program Description:** Optum Web Service security scanning adheres to the OWASP Testing Guidelines. The scanning addresses the following types of areas:

- Injection
- Cross-Site Scripting (XSS)
- Broken Authentication and Session Management
- Insecure Direct Object References
- Cross-Site Request Forgery (CSRF)
- Security Misconfiguration
- Insecure Cryptographic Storage
- Failure to Restrict URL Access
- Insufficient Transport Layer Protection
- Un-validated Redirects and Forwards

Perimeter vulnerability assessment scanning involves a comprehensive analysis of publicly available information about the target, a network enumeration phase where target hosts are identified and analyzed, and the behavior of security devices such as screening routers and firewalls are analyzed. Vulnerabilities within the target hosts will be identified, and the implications assessed through IRM activities. Activities will include:

- Network Enumeration, Port Scanning and Service Enumeration
- Identifying networks, architectures, servers, and operating systems
- Cataloging all externally available ports and services
- System and Services Identification
- Identifying extranet aware applications
- Vulnerability research and remediation
- Identifying potential weakness within services found during network and service enumeration

### **13. Customer Support:**

Optum's Customer support personnel ("Optum Support") will be Customer's primary contacts regarding: (i) general business matters, (ii) workflow questions and concerns, (iii) coding issues, (iv) error messages; (v) account processing concerns, (vi) configuration changes; (vii) product functionality questions, or (viii) requests for system administrator accounts for customer user provisioning. Questions and issues can be reported to Optum Support via the web portal at <https://support.optum360.com> or by phone. Support's hours of operation are from Sunday 9:30 p.m. ET through Friday 10:00 p.m. ET. For critical issues outside standard support hours, or on holidays, Customer can call to reach our answering service who will contact an after hours Customer Support team member

Product Incidents. Customer agrees to notify Optum Customer Support promptly through the web portal or by phone following the discovery of any issue relating to the Hosted System. An "Issue" shall mean a failure of the Hosted System to perform in accordance with the Documentation provided by Optum for that particular Hosted System release. When Customer reports a potential Issue to Optum, such potential Issue shall be assigned priority using Information Technology Library (ITIL) which is a globally recognized framework that is used system wide to standardize support. There are three priority classification which include Priority 1 – Critical, Priority 2 – High and Priority 3 – Low, or as not an Issue. At the request of Optum, Customer agrees to submit a listing of output and any other data that Optum may require in order to reproduce the Issue and/or the operating conditions under which the Issue occurred or was discovered. Optum shall endeavor to meet the following timelines for responding to reported Issues and commencing efforts to remedy them:

(a) Priority One (Critical). A Priority One Issue is a critical production Issue affecting all users of the Hosted System where no adequate workaround is available. Criteria for Severity One Issues include: enterprise-wide impact; Hosted System is completely down or unavailable, resulting in a critical business impact and/or total disruption of work; a critical documented feature/function of the Hosted System is unavailable, resulting in a critical business impact to patient care or integrity of data security. Optum shall respond to calls for a Priority One Issue promptly, but not later than two (2) hours after receiving the notification. Optum will provide appropriate personnel resources to work on a resolution until resolved.

(b) Priority Two (High). A Priority Two Issue is an Issue that impacts major functionality or results in serious performance degradation for many users of the Hosted System where no adequate workaround is available. Criteria for Severity Two Issues include: Customer is highly impacted and cannot perform daily duties using the Hosted System; the Hosted System is operational but performance is highly degraded; important features of the Hosted System are unavailable with no adequate workaround (but operability of the Hosted System can continue in a restricted fashion). Optum shall respond to calls for a Priority Two Issue promptly, but not later than four (4) business hours after receiving the notification. Optum will provide appropriate personnel resources to work on a resolution until resolved.

(c) Priority Three (Low). A Priority Three Issue is an Issue that impacts non-core Hosted System functionality or causes performance issues affecting only a small portion of users of the Hosted System. Criteria for Priority Three Issues include: moderate impact on Customer's use of the Hosted System; the Hosted System is operational but partially degraded for some or all users; the Issue impacts non-core functionality of the Hosted System (main



functionality of the Hosted System is still available). Optum shall respond to calls for a Priority Three Issue promptly, but not later than sixteen (16) business hours after receiving the notification.

## EXHIBIT B

### IMPLEMENTATION SCOPE OF SERVICES (“ISOS”) (Optum™ Enterprise CAC CDI 3D Platform) Delivery Assurance Process Completion: 10/3/2024

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1. **Description of the Services:** Optum will perform the following services for Customer, which will be deemed to be “Services” under the Agreement.

2. **Optum Provides:** Optum shall provide a Technical Deployment Lead, Implementation Strategic Solutions Advisor, Analytical Strategic Solutions Advisor, System Analyst, Filter Developer and a Project Manager to perform the Implementation Services specified below by project phase, as well as CDI and Audit & Compliance resources as described. Customer agrees that the scope of services is for deployment of the Hosted System and related professional Services and does not include validation of results, except where applicable, to ensure that the Software has been installed properly. Optum is not responsible for any customization services or for any services related to calling program drivers or interface. The parties will work together to develop the project scope statement, project management plan and project schedule (collectively the “Project Plan”). Upon completion of the Project Plan, Customer acknowledges and agrees that it shall use best efforts to meet the timeframes contained in the Project Plan. Should such timeframes not be met by Customer and First Productive Use (FPU) has not occurred by the FPU Backend Date, Optum will invoice Customer for, and Customer shall pay Optum the Annual Fees and non-refundable implementation fees for the applicable Software.

2.1 Initiation Phase, consisting of:

- Deliver project kickoff materials
- Develop project scope statement
- Draft project management plan
- Draft project schedule
- Project Kickoff
- Setup remote access to client network as appropriate

2.2 Solution Design Phase, consisting of:

- Onsite design and technical meeting with Optum implementation team
- Document future state workflow
- Document interface specifications
- Collect examples of interface messages
- Complete requests and requirements document
- Finalize project schedule

2.3 Solution Build Phase, consisting of:

- Standup hardware as follows.
  - Preview Environment:
    - One (1) VPN Tunnel to Optum Azure Cloud environment
    - One (1) Server for the OCR Service
    - One (1) Server for the Image Service
    - Any necessary Citrix Server/VMware enhancements to meet Optum Specifications
  - Production Environment:
    - One (1) VPN Tunnel to Optum Azure Cloud environment
    - One (1) Server for the OCR Service
    - One (1) Server for the Image Service
    - Any necessary Citrix/VMware Server enhancements to meet Optum Specifications
- Standup software
- Standup interfaces and provide integration services as described

- VPN Tunnel setup and feed configuration
- Setup VM instances for production, and test environments
- Active Directory Integration
- Setup security and access protocols and test
- Configure and test user authentication protocols
- Verify encoder integration
- Configure NLP triggers and document events
- Test bulk OCR processing
- Populate crosswalk and lookup data
- Manage updates to message mapping
- Test end-to-end data flow
- Analyze initial NLP results
- Submit NLP message for coding review
- Update data filters
- Document code coverage
- Configure Optum Coding and Reimbursement Module
  - Coding Knowledge
  - References Knowledge
  - Edits Knowledge
  - Compliance Knowledge
  - Medicare Inpatient Prospective Payment System with the current and two prior versions of the MS-DRG Grouper
  - Medicare Outpatient Prospective Payment System with the current and two prior versions of the APC Grouper
  - APR-DRG Prospective Payment System with the current and two prior versions of the APR-DRG Grouper
  - Tricare Champus Prospective Payment System with the current and two prior versions of the Tricare Champus Grouper
  - LCD Editor:
    - State: NV
    - Rule Set A: 01301 Palmetto GBA
- Configure Optum CAC Workflow Module
- Structural validation of interfaces
- Validate the content that will drive automation of suggested code assignment for each patient encounter
- Build individual work queues
- Configure: Optum™ CDI 3D Application (in accordance with Section 3 below)
- Design Validation Signoff Visit

2.4 Solution Validation Phase, consisting of:

- Optum QA of Test and Production environments
- Complete training materials
- System Training and Testing Visit
- Train super users
- Begin user acceptance training
- Begin end user training

2.5 Solution Deployment Phase, consisting of:

- Go Live Training Visit
- Complete cutover plan
- Cutover interfaces to production data
- Optum implementation team on-site go-live support

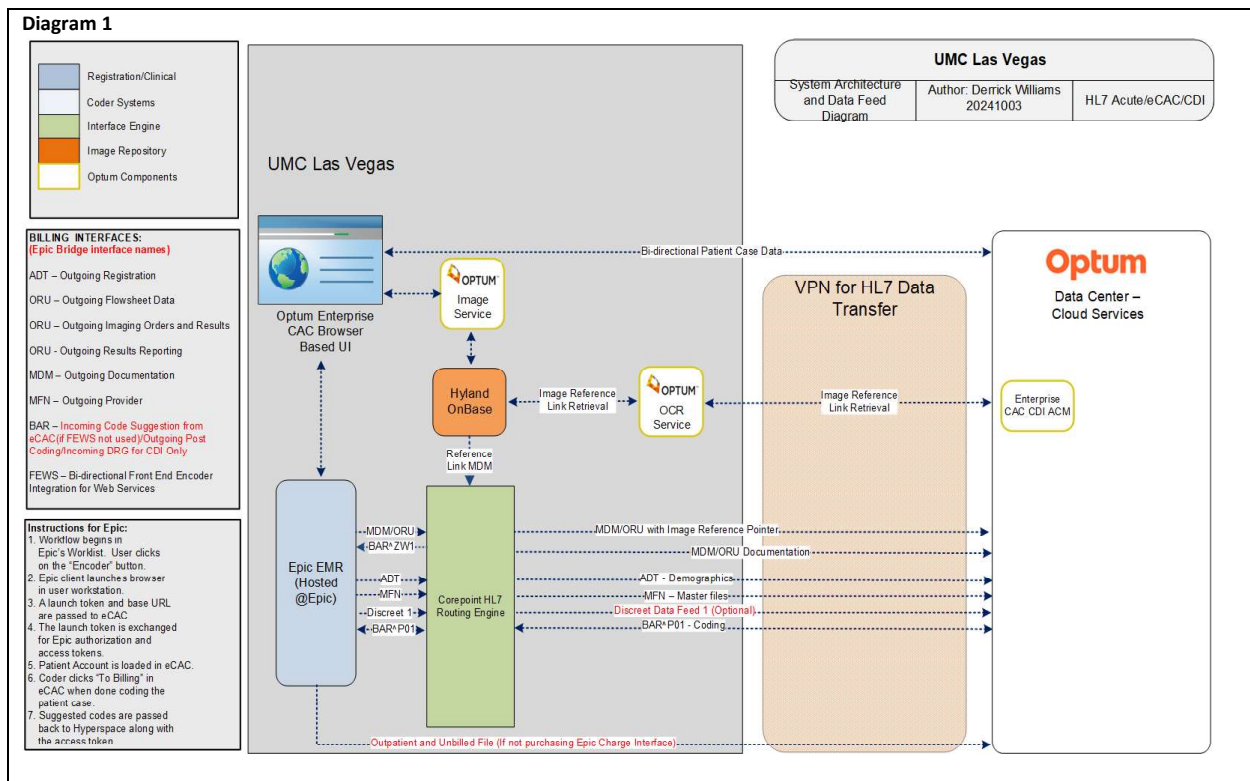
- Report training (the Optum trainer will cover content and intended use of each report and how workflow of the Hosted System drives the reporting)
- Week 1 – 5 Optum product specialist support
- Week 5 turnover to Optum Support team

2.6 Integration Services. Optum shall provide integration support services for its side of the interfaces necessary to integrate with the third-party vendor systems listed below. If additional interfaces are identified, then additional fees may apply, as set forth in Section 2.7 below. Customer is responsible for all interface costs associated with other vendor systems and any third-party interface costs.

- Customer future state architecture with Optum Enterprise CAC (Diagram 1):
  - Health Information System (HIS): Epic (Epic Hosted)
    - Customer is responsible for an operational Patient Registration (HL7 ADT) feed from Epic to Optum.
    - Customer has opted for the EPIC FEWS (Front End Coding via Web Services) Integration configuration used for EPIC worklist to Optum automation.
  - Electronic Medical Record (EMR): Epic (Epic Hosted)
    - Customer is responsible for operational Clinical Documentation (HL7 ORU and/or HL7 MDM) feed from Epic to Optum.
    - Customer is responsible for operational Discreet Data (HL7 ORU^R01) feed for Labs from Epic to Optum. (Optional Interface)
  - Patient Accounting: Epic (Epic Hosted)
    - Customer is responsible for an operational Billing Acknowledgement with Final Billed Codes (HL7 BAR^P01) from Epic to Optum.
    - Customer is responsible for an operational Unbilled (FEWS integration) feed from Epic to Optum. Client must populate PV1-47 with “Total Charge” data.
    - Customer is responsible for an operational Outpatient Charge feed (FEWS integration) from Epic to Optum (Please see ECI specification).
  - Physician Master: Epic (Epic Hosted)
    - Customer is responsible for an operational Master Physicians list (either a cold feed that meets Optum’s specifications or an HL7 MFN feed) from Epic to Optum.
  - Document Management: Hyland OnBase (Hyland Hosted)
    - Customer is responsible for operational Reference Pointer (HL7 MDM) feed from Hyland OnBase to Optum.
    - Customer agrees that 3<sup>rd</sup> party vendor solution integration will require a collaborative effort between the 3<sup>rd</sup> party, Optum and Customer, and is prepared to support these efforts until a complete and production ready solution has been made available. This will include Customer support with the design, testing and commitment of 3<sup>rd</sup> Party vendor collaboration.
  - General Positioning
    - Implementation fees are based on customer having a single data center with consolidated system architecture as depicted in diagram 1. Should this scope change during the engagement Optum will assess changes and additional services fees may apply. Optum requires a firm understanding of its customers current business processes, system architecture and future goals to provide physician query integration and response options.
    - HL7 Message formats. Customer agrees that all inbound and outbound HL7 message formats will meet Optum HL7 standard format. If the customer is not able to provide the required standard formats, then additional service fees may

apply to accommodate the additional programming necessary to perform the required transforms on the Optum side of the integration.

- **Hardware Sizing** was based on provided estimated transaction volumes which were communicated to be image page volume being less than 10,000. Should the process of actual use warrant a larger hardware sizing due to increased image page transaction volume, Customer will be responsible for the additional hardware necessary to support the actual transaction volume.
- **System Scope.** Customer understands that architectural system changes to the scope of services, in any capacity, will affect the CAC activation timeline. Customer agrees that a proper duration of time assessment and full understanding of the impact on Optum dependent tasks is necessary for purposes of modifying the project schedule to accurately reflect the new length of effort and activation date.
- **3<sup>rd</sup> Party Hosting Fees.** Customer is responsible for all 3<sup>rd</sup> Party hosting fees associated with systems that have been identified as necessary for operation of or integration with Optum's Enterprise CAC.
- **Environments.** Customer understands that separate Preview and Production environments are required. Customer also understands that the Enterprise CAC environment is separate from other CAC environments and requires separate integration.



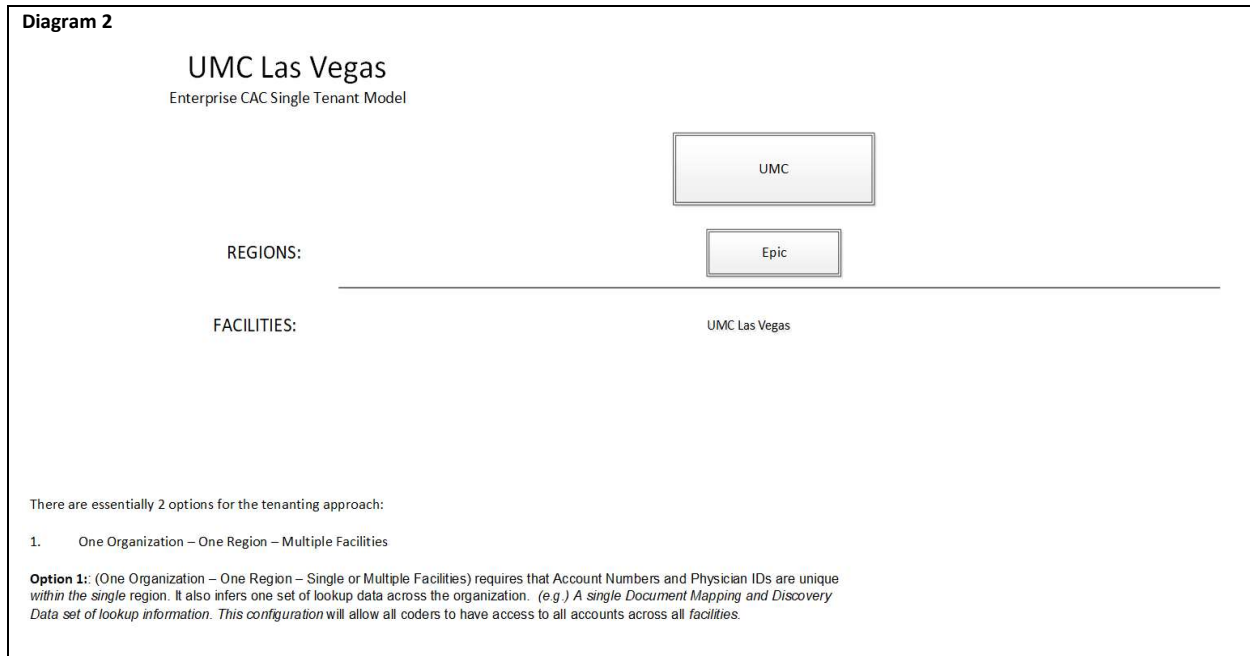
**2.7 Additional Interfaces:** For any additional interfaces not outlined above, customer will pay Optum the fees set forth below. The rates are for interface services and do not include any additional third party fees:

- Interface for HL7 enabled system: \$8,500
- Interface for delimited file cold feeds: \$7,500

Optum and Customer will mutually agree in writing to a Scope of Services setting forth the requirements, total fees and payment terms for any new interfaces.

## 2.8 Customer Tenanting/Sites in Scope

- UMC Las Vegas



## 3. Implementation of the Optum™ CDI 3D Application:

### 3.1 Initiation Phase, consisting of:

- Deliver project kickoff materials
- Develop project scope statement
- Draft project management plan
- Draft project schedule
- Host OPTUM™ CDI 3D onsite kick off meeting
- Setup remote access to client network
- Review OPTUM™ CDI 3D implementation packets
- Complete technical assessment
- Complete pre-assessment configuration packet
- Complete pre-assessment workflow rules packet
- Complete system configuration settings based on Customer requirements
- Define Optum workflow integration points
- Review extended documentation requirements to support OPTUM™ CDI 3D (DMS)
- Review discrete data interface specs/configuration
- Begin data sensitization and marker analysis
- Provide hardware recommendations based on technical assessment
- Execute hardware order
- Sign off on phase by implementation, consulting, technical, Customer

3.2 Solution Design & Build Phase, consisting of:

- Onsite design and technical meeting with Optum implementation team
- Document interface specifications
- Collect examples of interface messages
- Finalize project schedule
- Test bulk OCR processing
- Review results of sensitization and marker analysis
- Define user roles
- Define query rules
- Review base rules defined on currently available markers
- Define workflow rules based on available markers
- Map use case examples
- Host design review signoff meeting
- Initialize Optum™ CDI 3D in Customer's Preview environment
- Setup financial classes
- Setup insurance plans
- Setup locations
- Setup users
- Setup OPTUM™ CDI 3D specific workflow instance
- Setup workflow integration
- Install VPN services to handle any additional inbound/outbound HL7
- Setup dashboard
- Configure Optum Coding and Reimbursement Module (for use within and required for OPTUM™ CDI 3D)
  - Coding Knowledge
  - References Knowledge
  - Edits Knowledge
  - Medicare Inpatient Prospective Payment System with the current and two prior versions of the MS-DRG Grouper
  - APR-DRG Prospective Payment System with the current and two prior versions of the APR-DRG Grouper
- Configure Optum Workflow Module (for use within and required for OPTUM™ CDI 3D)
- Sign off on phase by implementation, consulting, technical, Customer

3.3 Solution Validation Phase, consisting of:

- Complete cutover plan
- Cutover interfaces to production data
- Promote Preview configuration to Production
- Optum implementation team on-site go-live support
- Validate application configuration in Production
- Initiate marker generation
- Initiate workflow
- Setup post go live analytics
- Sign off on phase by implementation, consulting, technical, Customer

3.4 Integration Services. Optum shall provide integration support services for its side of the interfaces necessary to integrate with the third-party vendor systems listed below with the OPTUM™ CDI 3D Module . Integration services to third-party information system not currently interfaced to Optum Enterprise CAC or not identified above in Section 2.7 are not in scope. If it is determined that additional interfaces are needed to support the OPTUM™ CDI 3D Module process then the standard rates for integration services as outlined in section 2.7 will apply.

**4. General Terms:**

4.1 Project Manager. Upon execution of the Schedule by both parties, Optum will assign a project manager who will schedule a kick-off date for the Services referenced in this ISOS based on current in-house availability.

4.2 Customer Provides. Customer shall provide one (1) technical point of contact, (1) medical coding specialist and one (1) business point of contact during all phases of the deployment efforts. Customer shall ensure that all required resources are available for all scheduled engagements. Customer shall also ensure that all necessary hardware is available, installed and operational, and that all necessary pre-requisite operating system software and services are installed prior to any engagement. Optum is not responsible for delays in deployment due to Customer resource constraints, or the unavailability of necessary environments. For all remote engagements, Customer shall supply Optum with VPN access to all necessary system resources.

4.3 Delays. Customer understands that delays caused in scheduling meetings, changes in the objectives or scope of the project, schedule or timeline, and/or new information acquired during the course of the project, may impact Optum's ability to deliver the Services within the fees set forth in the Schedule. If either Customer or Optum becomes aware of circumstances that are likely to cause the fees to be exceeded, the change order process will be promptly initiated and the parties will negotiate a mutually acceptable change order modifying the description of the Services and/or the fees.



## EXHIBIT C

### OPTUM PROFESSIONAL CAC IMPLEMENTATION SCOPE OF SERVICES (“ISOS”)

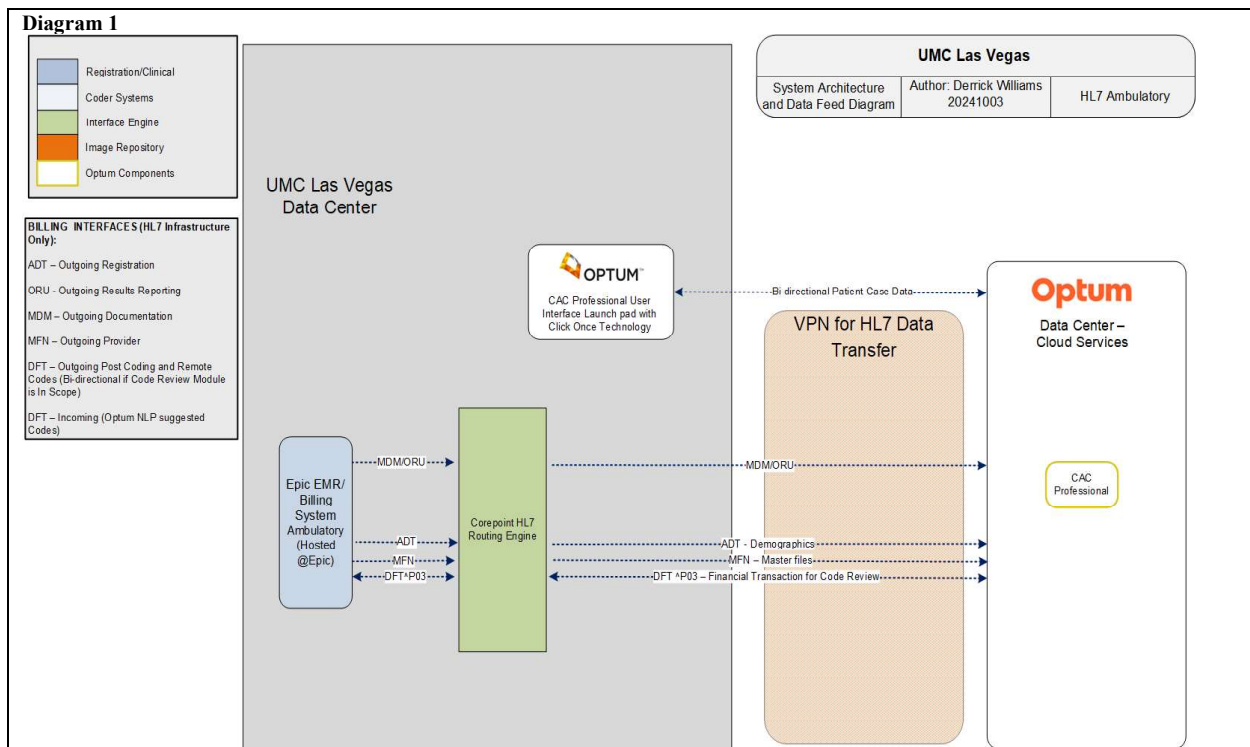
**Delivery Assurance Process Completion: 10/03/2024**

1. Description of the Services: Optum will perform the following services for Customer, which will be deemed to be “Services” under the Agreement.
2. Optum Provides: Optum shall provide a Technical Deployment Lead, Implementation Strategic Solutions Advisor, Analytical Strategic Solutions Advisor, System Analyst, and a Project Manager to perform the Implementation Services specified below by project phase. Customer agrees that the scope of services is for deployment of Optum Professional Computer Assisted Coding Platform software (“Software”) only and does not include validation of results, except where applicable, to ensure that the Software has been installed properly. Optum is not responsible for any customization services or for any services related to calling program drivers or interface. Upon completion of the Project Plan, Customer acknowledges and agrees that it shall use best efforts to meet the timeframes contained in the Project Plan. Should such timeframes not be met by Customer and First Productive Use (FPU) has not occurred by the FPU Backend Date, Optum will invoice Customer for, and Customer shall pay Optum the Annual Fees and non-refundable implementation fees for the applicable Software.
3. Implementatin Process and Milestones
  - 3.1. Project Initiation Phase
    - 3.1.1. Deliver project kickoff materials
    - 3.1.2. Develop project scope statement
    - 3.1.3. Draft project management plan
    - 3.1.4. Draft project schedule
    - 3.1.5. Conduct Kickoff Call
    - 3.1.6. Start preparing written Implementation Work Plan
    - 3.1.7. Deliver and Complete Billing Rule Survey
    - 3.1.8. Delvier and Complete Physician List
    - 3.1.9. Collect samples of Demographic and Transcription Files
    - 3.1.10. Request Billing Export Specifications from Customer
    - 3.1.11. Update Implementation Workplan
  - 3.2. Solution Design Phase
    - 3.2.1. Finalize Filter Specifications
    - 3.2.2. Finalize Billing Rule Script Specifcaitons
    - 3.2.3. Onsite design and technical meeting with Optum implementation team
    - 3.2.4. Document future state workflow
    - 3.2.5. Document interface specifications
    - 3.2.6. Collect examples of interface messages
    - 3.2.7. Complete requests and requirements document
    - 3.2.8. Finalize Implementation Workplan
  - 3.3. Solution Build Phase
    - 3.3.1. Complete Filter Build
    - 3.3.2. Complete Billing Rule Scripts
    - 3.3.3. Install Workstation Software
    - 3.3.4. Configure and test user authentication protocols
    - 3.3.5. Populate crosswalk and lookup data
    - 3.3.6. Standup interfaces and provide integration services as described
      - Standup hardware as follows.
        - Preview Environment:
          - 1 VPN Tunnel to Optum Azure Cloud environment
          - Any necessary Citrix Server enhancements to meet Optum Specifications
        - Production Environment:

- 1 VPN Tunnel to Optum Azure Cloud environment
  - Any necessary Citrix Server enhancements to meet Optum Specifications
- 3.4.7 Design Validation Sign Off Visit
- 3.4. Solution Validation Phase
- 3.4.1. Optum QA of customer setup and configurations, billing rules and export file.
  - 3.4.2. Customer review of NLP results, billing rules and export file formats in Preview environment.
  - 3.4.3. Submission and tracking of issues for resolution
  - 3.4.4. System Training and Testing Visit
  - 3.4.5. Begin user acceptance training
  - 3.4.6. Begin end user training
- 3.5. Solution Deployment Phase
- 3.5.1. Complete End user training and system review
  - 3.5.2. Complete cutover plan
  - 3.5.3. Cutover interfaces to production data
  - 3.5.4. Report training
  - 3.5.5. Go Live Training and Activation Visit
  - 3.5.6. Week 1 – 4 post go live Optum project management and product specialist support
  - 3.5.7. Week 5 turnover to Optum Support team
4. Integration Services. Optum shall provide integration support services for its side of the interfaces necessary to integrate with the third-party vendor systems and supplied documentation. If additional interfaces are identified, then additional fees may apply. Customer is responsible for all interface costs associated with other vendor systems and any third-party interface costs.
- Customer future state architecture with Optum Professional CAC (Diagram 1):
    - Patient Registration: Epic Ambulatory (Epic Hosted)
      - Customer is responsible for an operational registration transaction (HL7 ADT) feed from Epic to Optum.
      - Customer is responsible for an operational master file notification (HL7 MFN) feed from Epic to Optum.
    - EMR: Epic Ambulatory (Epic Hosted)
      - Customer is responsible for an operational documentation (HL7 MDM and/or ORU) feed from Epic to Optum.
    - Accounting: Epic Ambulatory (Epic Hosted)
      - Customer is responsible for an operational Financial transaction (DFT^P03) feed from Optum to Epic.
      - Customer is responsible for an operational Pre-Charge Financial transaction (DFT^P03) feed from Epic to Optum.
      - Customer will be responsible for any CPT Code cross walk transformation work to meet Optum “HL7 DFT” data transaction specification.
- 1.
- General Positioning:
    - Implementation fees are based on customer having a single data center with a consolidated system architecture and HIM Multi-Specialty Type workflows as depicted in diagram 1. Should this scope change during the course of engagement Optum will assess changes and additional services fees may apply.
    - System Scope. Customer understands that architectural system changes to the scope of services, in any capacity, will affect the CAC activation time line. Customer agrees that a proper duration of time assessment and full understanding of the impact on Optum dependent tasks, is necessary for

purposes of modifying the project schedule to accurately reflect the new length of effort and activation date.

- 3<sup>rd</sup> Party Hosting fees. Customer is responsible for all 3<sup>rd</sup> Party hosting fees associated with systems that have been identified as necessary for operation of or integration with Optum's Professional CAC.
  - Environments. Customer understands that separate Preview (Test) and Production environments are required. Customer also understands that the Professional CAC environment is separate from other CAC environments and requires separate integration.
  - New vs Establish. Not in Scope
  - Customer has chosen a phased roll-out. A phased approach means that the analysis and design activities will be done for all specialties at the same time, but solution build, testing, deployment and Go Live will be staggered in serial and possibly overlapping activities.
  - CAC Professional Bidirectional charge interface: The CAC Professional bidirectional charge interface is a standard HL7 DFT format and integration that provides coders the capability to match client provided charges to the NLP Identified CPT Codes using the REM Code/Unmatched code functionality in the coding module. Charges and CPT's are then returned to the Client system via a standard HL7 DFT format. Customer will be responsible for any CPT Code cross walk transformation work to meet Optum "HL7 DFT" data transaction specification.
  - No additional specialties, except those listed in the Schedule, shall have access to the software.
  - Activation dates are based on Optum standard deployment durations. Customer understands that activation dates are subject to change based upon influencing aspects clarified upon engagement, such as customers competing projects and resource constraints, which will be factored into the implementation planning phase for purposes of producing a jointly agreed upon project schedule.
5. Specialty Code Coverage. Customer understands and agrees that the scope of medical code coverage per specialty will vary, with some specialties having more coverage than others, and that the degree of coverage in any individual specialty will not impact terms of contract.
- 5.1. ER
  - 5.2. Radiology
  - 5.3. IR/Cardiology
  - 5.4. Anesthesiology
  - 5.5. Oncology
  - 5.6. Surgical
  - 5.7. Neurology
  - 5.8. Critical Care
  - 5.9. Hospitalist
  - 5.10. Pulmonary
  - 5.11. Primary Care
  - 5.12. Quick Care
  - 5.13. Ortho
  - 5.14. Burn
  - 5.15. Transplant



6. **Additional Interfaces.** For additional interfaces not referenced above, customer will pay Optum the fees set forth below. The rates are for interface services and do not include any additional third party fees:

- Interface for HL7 enabled system: \$8,500
- Interface for delimited file cold feeds: \$7,500

Optum and Customer will mutually agree in writing to a Scope of Services setting forth the requirements, total fees and payment terms for any new interfaces.

7. **Project Manager.** Upon execution of the Schedule by both parties, Optum will assign a project manager who will schedule a kick-off date for the Services referenced in this ISOS based on current in-house availability. Customer is not responsible for delays in deployment due to Optum's resource constraints, Optum will adjust timeline without additional costs.
8. **Customer Provides.** Customer shall provide one (1) technical point of contact, (1) medical coding specialist and one (1) business point of contact during all phases of the deployment efforts. Customer shall ensure that all required resources are available for all scheduled engagements. Customer shall provide Optum with Medical reports and demographics in an electronic format. Customer is responsible for assuring that Optum's access to the patient-identifiable records is in accordance with any agreement or contract that Customer may have in place with the provider or owner of the records and that such access by Optum is consistent with all patient confidentiality laws that may exist with respect to such records. PROVIDING SUCH INFORMATION IN AN ELECTRONIC FORMAT, AND ASSURING THAT SUCH DATA IS LEGALLY OBTAINED, IS A PRE-REQUISITE FOR BEGINNING THE IMPLEMENTATION PROCESS. Customer shall also ensure that all necessary hardware is available, installed and operational, and that all necessary pre-requisite operating system software and services are installed prior to any engagement. Optum is not responsible for delays in deployment due to customer resource constraints, or the unavailability of necessary environments. Customer shall supply Optum with VPN access to all necessary system resources.
9. **Fees.** The fees for the Services provided under this ISOS are set forth in the Schedule. Additional services, which are outside the scope of Services detailed in this ISOS, shall be billed to Customer at the time and material rates set forth in Section \_\_\_\_ of the Schedule.

10. Delays. Customer understands that delays caused in scheduling meetings, changes in the objectives or scope of the project, schedule or timeline, and/or new information acquired during the course of the project, may impact Optum's ability to deliver the Services within the fees set forth in the Schedule. If either Customer or Optum becomes aware of circumstances that are likely to cause the fees to be exceeded, the change order process will be promptly initiated and the parties will negotiate a mutually acceptable change order modifying the description of the Services and/or the fees.
11. Customer Responsibilities During (and, as applicable, following) the Implementation Process: Upon starting the Implementation Process, Customer shall complete a detailed questionnaire and participate in extensive interviews with Optum implementation personnel as a means to identify Customer's specific coding requirements. Optum will then provide Customer with a detailed written Implementation Workplan. It will be Customer's sole responsibility to review the Implementation Workplan and notify Optum in writing, within 7 days from receipt, of any changes to be made. ONCE ESTABLISHED AND AGREED TO IN WRITING BY CUSTOMER AND OPTUM, THE IMPLEMENTATION WORKPLAN WILL DEFINE THE PLANNED WORK EFFORT FOR IMPLEMENTATION. ANY CHANGES TO THE AGREED UPON IMPLEMENTATION WORKPLAN MAY RESULT IN UNINTENDED DELAYS AND/OR MISDIRECTED WORK EFFORT. OPTUM RESERVES THE RIGHT TO CHARGE, AND CUSTOMER AGREES TO PAY, ADDITIONAL FEES FOR CHANGES TO THE IMPLEMENTATION WORKPLAN.
12. Other Actions. Customer shall assist Optum and be responsible for such other activities and functions as are reasonably required to complete its obligations under the agreed Implementation Workplan.

## **3M SOFTWARE LICENSE ATTACHMENT**

OptumInsight, Inc. (“Optum”) and 3M Company have entered into an agreement under which Optum is authorized through Optum to license to Customer certain software that is proprietary to the 3M Company (“3M Software”) in conjunction with software that is proprietary to Optum (“Optum Software”). As a precondition of Optum making the 3M Software available to Customer, Customer must acknowledge the following terms and conditions with respect to the 3M Software (“License”):

1. **Term.** Following Customer’s acknowledgement below, this License shall become effective when Optum delivers the Optum Software to Customer that includes the 3M Software. This License will terminate when: (i) Customer’s license to use the Optum Software terminates, (ii) Optum’s license to incorporate the 3M Software into the Optum Software terminates, or (iii) Customer violates a provision of this License and fails to cure that violation within thirty (30) days after receiving written notice of the violation from 3M.
2. **Use Rights.** During the Term and any Renewal Term, 3M grants to Customer the non-exclusive, non-transferable, limited right to access and use the 3M Software as incorporated into the Optum Software. Customer may use the 3M Software and the output produced by the 3M Software for any purpose that is consistent with the scope of Customer’s Optum Software license; however, Customer is solely responsible, and Customer acknowledges that 3M shall have no liability, for any actions that Customer may take, or refrain from taking, based upon Customer’s use of the 3M Software. Customer is specifically prohibited from making any modification to the 3M Software, and from creating any derivative work based upon the 3M Software. In addition, Customer shall not decompile, disassemble or reverse engineer the 3M Software. Customer is prohibited from providing copies of the 3M Software to third parties, or making copies of the 3M Software accessible to third parties, except as expressly authorized in Customer’s License with Optum.
3. **Confidentiality.** The 3M Software contains and constitutes information and matter that is confidential to 3M. Customer must hold the 3M Software in confidence, and prevent third party access to and use of the 3M Software to the extent required by Customer’s License with Optum.
4. **Fees.** A fee has or will be paid to 3M for Customer’s use of the 3M Software. Accordingly, Customer has no obligation to pay any fee directly to 3M.
5. **Installation, Training, Documentation and Support.** Optum shall be responsible for integrating the 3M Software into the Optum Software, and for creating and maintaining all necessary interfaces between the 3M Software and the Optum Software. Optum shall be responsible for installing the Optum Software at Customer, providing all written documentation and user’s guides, training and supporting Customer’s personnel in the use of the 3M Software as integrated into the Optum Software.
6. **Warranties.** Because the 3M Software is incorporated into the Optum Software, 3M makes no warranties concerning the 3M Software directly to Customer. In the event that Customer believes that the 3M Software is not properly performing, or is the basis of an infringement claim by a third party, Customer should report the matter to Optum. Optum will work with Optum to review the matter and provide appropriate remediation. 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES DIRECTLY TO CUSTOMER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.
7. **Limitation of Liability.** 3M AND ITS SUPPLIERS SHALL NOT BE LIABLE DIRECTLY TO CUSTOMER UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON ANY LEGAL THEORY EVEN IF 3M OR ITS SUPPLIERS OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES,

INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND.








# UMC - Optum Agreement - PS - 11-1-2024

Final Audit Report

2025-02-11

Created:	2025-02-11
By:	Tammy Le (tammy.le2@optum.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz2TplvgXLVn-V7ko8rATcsZsZelenVW9
Documents:	UMC_Optum_Product Schedule (01413446.0) FINAL.docx (30 pages)
Number of Documents:	1
Document page count:	30
Number of supporting files:	0
Supporting files page count:	0

## "UMC - Optum Agreement - PS - 11-1-2024" History

-  Document created by Tammy Le (tammy.le2@optum.com)  
Documents: UMC\_Optum\_Product Schedule (01413446.0) FINAL.docx  
2025-02-11 - 2:47:19 PM GMT- IP address: 155.226.157.253
-  Document emailed to mike landen@mike.com for signature  
2025-02-11 - 2:48:19 PM GMT
-  Email viewed by mike landen@mike.com  
2025-02-11 - 2:48:51 PM GMT- IP address: 136.226.65.72
-  Agreement viewed by mike landen@mike.com  
Documents: UMC\_Optum\_Product Schedule (01413446.0) FINAL.docx  
2025-02-11 - 2:48:51 PM GMT- IP address: 136.226.65.72
-  Signer mike landen@mike.com entered name at signing as Michael Landen  
2025-02-11 - 2:49:33 PM GMT- IP address: 136.226.65.72
-  Document e-signed by Michael Landen (mike landen@mike.com)  
Documents: UMC\_Optum\_Product Schedule (01413446.0) FINAL.docx  
Signature Date: 2025-02-11 - 2:49:35 PM GMT - Time Source: server- IP address: 136.226.65.72
-  Agreement completed.  
2025-02-11 - 2:49:35 PM GMT



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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b> Optum						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>				N/A		
<b>Corporate/Business Entity Name:</b>		Optum360, LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1 Optum Circle		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Eden Prairie, MN 55344		<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)		N/A		<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Optum Rocket, LLC	majority Member of Optum360, LLC	approx. 96.01% (direct)
OptumInsight, Inc.	sole member of Optum Rocket, LLC	approx. 96.01% (indirect)
OptumInsight Holdings, LLC	sole stockholder of OptumInsight, Inc.	approx. 96.01% (indirect)
Please see attached page.		

**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.

Michael Landen  
Michael Landen (02/12/2025 13:22 PST)

Signature

Michael Landen

Print Name

OI Provider SVP

Title

February 12, 2025

Date

**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. Continued.**

<b>Full Name</b>	<b>Title</b>	<b>% Owned</b>
Optum, Inc.	sole member of OptumInsight Holdings, LLC	approx. 96.01% (indirect)
United HealthCare Services, Inc.	sole stockholder of Optum, Inc.	approx. 96.01% (indirect)
UnitedHealth Group Incorporated	sole stockholder of United HealthCare Services, Inc.	approx. 96.01% (indirect)

## 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

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

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000846000	Funded Pgm/Grant: N/A
Description: Landscape Services	
Bid/RFP/CBE: NRS 450.525 Membership in Hospital Purchasing Group	
Term: June 1, 2024 – May 31, 2025 Amendment (2) Two – Add funds and crew hours	
Amount: Amendment Two – additional \$608,658.72; Total aggregate \$2,991,766.72	
Out Clause: Thirty (30)-day written notice w/o cause	

**BACKGROUND:**

This request is for approval of Amendment Two to the Agreement for Landscape Services with Brightview Landscape Services, Inc. This Amendment will increase the annual landscaping maintenance and porter services to include additional work to be performed. The new annual cost will be \$608,658.72. The new not to exceed amount is \$2,991,766.72.

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

Brightview currently holds an active Clark County business license.

Cleared for Agenda  
February 19, 2025

Agenda Item #

**12**

## SECOND AMENDMENT TO THE BRIGHTVIEW LANDSCAPE SERVICES AGREEMENT

This Second Amendment (“Amendment”) to the Landscape Services Agreement, is effective as of June 1, 2024 (“Second Amendment Effective Date”), and is 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, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, (“HOSPITAL”), and **Brightview Landscape Services Inc.**, having its principal place of business at 4021 W Carey Ave, North Las Vegas, NV 89032, (“COMPANY”).

WHEREAS, HOSPITAL and COMPANY have agreed to that certain Landscaping Services, (the “Agreement”); and

WHEREAS, HOSPITAL and COMPANY wish to amend the Agreement in certain respects as provided in this First Amendment.

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

### 1. SECTION II: COMPENSATION AND TERMS OF PAYMENT

- A. Compensation. Section A of the Agreement is hereby deleted in its entirety and replaced with the following:

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) and a Landscaping Master Plan (currently in progress) for the first of two option years in an amount of \$608,658.72 for a new not to exceed amount of \$2,991,766.72 for the Initial Term plus the first option year. HOSPITAL’s obligation to pay COMPANY cannot exceed not-to-exceed amount for the option year. It is expressly understood that the entire 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 services are completed for the said fee.

### 2. EXHIBIT A SOPE OF WORK / DELIVERABLES is hereby amended to make the following changes:

- Replace the original HOSPITAL locations list at the specified corresponding rates with the following updated locations list with corresponding monthly rates, total annual crew hours, shifts, and total annual price:
  - Total Crew Hours 6,206 – Thru May 31, 2025
  - Shifts- 7 days a week: 5am-1pm/ 7am-3:30pm / 11am-7pm/7pm-3am- Times and days vary based on site
  - Total Annual Price: \$608,658.72

#### I. Emergency Services

- Contractor is on call 24 hours a day, 7 days a week. The phone number provided to the Owner/client in the event of an emergency. A minimum charge may apply depending on the nature of the work. Any amount of resources needed for an after- hours emergency is available. Emergency services are designated to be services not listed in current scope of work but not

limited to, acts of god, weather, irrigation, or vandalism that is a safety Hazzard deemed by the Owner/Client. Non emergency services are items listed in current scope of work

Item	Location	Landscape Maintenance / Trash/ porter Price Per Month	Total Crew Hours Annually	Shifts (Day & Time)	Full Time Employees	Total Annual Price
1	1800 W. Charleston Blvd., Las Vegas, NV 89102 Main Campus	\$26,633.00	8320	Day 7:00am - 3:30pm	4 (FT)	\$319,596.00
		\$12,480.00	4160	Swing 3:00am - 11:30pm Grave 10:30PM-7:00AM	2 (FT)	\$149,760.00
2	2231 W. Charleston Las Vegas, NV	\$653.00	104	5:30AM-2:30PM Times vary	2(FTE)	\$7,836.00
3	Lied Pediatric Center	\$1,423.00	260	5:30AM-2:30PM Times vary	2(FTE)	\$17,076.00
4	Enterprise Quick Care	\$1,858.00	338	5:30am-2:30pm (times vary)	2(FTE)	\$22,296.00
5	Peccole Ranch Quick Care	\$739.00	135	5:30AM-2:30PM Times vary	2(FTE)	\$8,868.00
6	Rancho Quick Care	\$1,553.00	286	5:30AM-2:30PM Times vary	2(FTE)	\$18,636.00
7	Summerlin Quick & Primary Care	\$820.00	156	5:30AM-2:30PM Times vary	2(FTE)	\$9,840.00
8	Sunset Quick & Primary Care	\$1,344.00	247	5:30AM-2:30PM Times vary	2(FTE)	\$16,128.00
9	5575 E. Charleston Blvd, Las Vegas, NV 89142	\$538.52	78	5:30AM-2:30PM Times vary	2(FTE)	\$6,462.24
10	5409 E. Lake Mead Blvd., Las Vegas, NV 89156	\$535.61	78	5:30AM-2:30PM Times vary	2(FTE)	\$6,427.32
11	820 S. Rancho Ln., Las Vegas, NV89106	\$1,070.33	156	5:30AM-2:30PM Times vary	2(FTE)	\$12,843.96
12	710 S. Tonopah Dr.	\$538.52	78	5:30AM-2:30PM	1(FTE)	\$6,462.24

	Las Vegas, NV 89106			Times vary		
13	2055 W. Charleston Blvd., Las Vegas, NV 89102 - Empty Lot (Charleston and Tonopah)	\$535.58	52	5:30AM-2:30PM  Times vary	2(FTE)	\$6,426.96
	<b>Total Monthly</b>	\$50,721.56	1,204 Monthly  14,448 Annually	Times and days vary based on site 7 DAYS A WEEK - Monday – Sunday  5am-1pm 7am-3:30pm 11am-7pm 7pm-3am	29 FTEs	
	<b>Total Annual</b>	\$608,658.72			29 FTEs	\$608,658.72

- Add item 4 to **Section 1 General (a1) Scope of Work:** 4. Power washing to be completed to Main UMC campus on an as needed basis.
- Add 2 Full Time Employees for the included 3 shifts:
  - Day – 7:00am – 3:30pm
  - Swing – 3:00pm – 11:30pm
  - Grave Yard – 10:30pm – 7:00am

\* All new sites added will be provided standard landscaping services based on current Scope of Work


3. In the event of the addition of new location(s), the funding amount may increase by up to 20%, subject to mutual agreement and dependent on the scope and requirements of the added locations.
4. This Amendment does not and shall not be construed to modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced herein. Capitalized terms not otherwise defined herein shall be as defined in the Agreement. In all other respects, the Agreement shall remain in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment in this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have executed this Second Amendment on the dates set forth below.

**Brightview Landscape Service.**

Signature: 

Printed Name: Enrico Marogna

Title: SVP SoCal

Date: 2/12/2025

**University Medical Center of Southern Nevada**

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

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

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



September 23, 2024

***Sent via Certified Mail, Return Receipt Requested***

Brightview Landscape Services Inc.  
4021 W. Carey Ave  
North Las Vegas, NV 89032

Re: Agreement For Landscaping Services between UMC and Brightview Landscape Services  
dated June 1, 2019 (the "Agreement")  
Exercise First of Two Renewal Options

Dear Brightview Landscape Services Inc.:

In accordance with Section I: Term of Agreement of the above-referenced Agreement, UMC is hereby exercising the first of two, one-year extension options.

The term of this extension is from June 1, 2024 to May 31, 2025. All terms and conditions of the Agreement will remain in effect during this extension term.

Thank you for your continued interest in doing business with UMC. Please contact Melannie Bledsoe, Contracts Specialist, at 702-383-7995 or [melannie.bledsoe@umcsn.com](mailto:melannie.bledsoe@umcsn.com) if you have any questions regarding the foregoing.

Sincerely,

A handwritten signature in blue ink that reads "Mason Van Houweling". The signature is written in a cursive, flowing style.

Mason Van Houweling  
Chief Executive Officer

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

<b>Issue:</b>	<b>Sexual Assault Nurse Examiner Agreement with Rose Heart, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Sexual Assault Nurse Examiner Agreement with Rose Heart, Inc.; authorize the Chief Executive Officer to execute amendments or renewal options; or take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000  
 Fund Center: 3000723000  
 Description: SANE services  
 Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services  
 Term: 2/1/2025 to 2/1/2027; one-year renewal option  
 Amount: \$85,000 monthly  
 Out Clause: 90 days w/o cause

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

## **BACKGROUND:**

Since 1995, UMC has contracted with Rose Heart, Inc. (“Rose Heart”) for sexual assault nurse examiner services. Rose Heart is an organization composed of highly trained and skilled registered nurses who have completed training as sexual assault nurse examiners through a course that has been endorsed by the Sexual Assault Response Team (SART) Committee. Available 24 hours a day, the nurses examine patients and gather evidence in cases where victims have been sexually assaulted and/or abused. The work is performed in accordance with the protocols established by the Nevada Office of Criminal Justice Planning, and the Rose Heart Nurse Examiners are available to testify in court as needed.

In previous agreements, UMC’s emergency room physician provider would compensate Rose Heart; however, UMC will now compensate Rose Heart directly and invoice Clark County for the services provided. The proposed agreement is for a two (2) year term and may be terminated by either party without cause upon ninety (90) days’ notice. The total monthly amount billed will not exceed \$85,000. Staff also request approval for the Chief Executive Officer to execute amendments or the renewal option if it is beneficial to UMC.

UMC’s Chief Nursing Officer has reviewed and recommended approval of this Agreement, which has also been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
 February 19, 2025

Agenda Item #

**13**

## **SEXUAL ASSAULT NURSE EXAMINER AGREEMENT**

THIS AGREEMENT is entered into as of the date last signed by the parties below, by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA** (hereinafter referred to as “UMC”) and **ROSE HEART, INC.** (hereinafter referred to as “ROSE HEART”). UMC and ROSE HEART may individually be referred to herein as a “Party” and collectively, as the “Parties.”

### **RECITALS**

**WHEREAS**, UMC is a Clark County, Nevada owned acute care hospital organized and existing by virtue of Chapter 450 of the Nevada Revised Statutes;

**WHEREAS**, ROSE HEART is certified and legally authorized to examine patients and gather evidence in cases where the victim has been sexually assaulted and/or abused and is twelve (12) years or older, or, if under twelve (12) years of age, has begun menstruating;

**WHEREAS**, the State of Nevada and the County of Clark have a responsibility to assure that sexual assault evidence is gathered according to established medical legal standards;

**WHEREAS**, ROSE HEART has highly trained and skilled personnel available to perform required sexual assault examinations; and

**WHEREAS**, ROSE HEART is willing to provide its on-call evidence collection services to UMC as a participating medical facility for the convenience and benefit of UMC and responsible law enforcement agencies.

**NOW THEREFORE**, the Parties agree as follows:

### **I. DEFINITIONS**

- 1.1 **SART**. As used in this Agreement, the term “SART” refers to the Sexual Assault Response Team.
- 1.2 **SANE**. As used in this Agreement, the term “SANE” refers to a Sexual Assault Nurse Examiner.
- 1.3 **Nurse Examiner**. As used in this Agreement, the term “Nurse Examiner” shall mean those individuals: (1) who are licensed in the State of Nevada as Registered Nurses; (2) who have successfully completed training as SANE nurses through a course of study which has been endorsed by the SART Committee or who have equivalent training experience; and (3) who are certified to collect evidence from a sexual assault victim.

### **II. ROSE HEART’S OBLIGATIONS**

- 2.1 ROSE HEART will provide Forensic Strangulation Evaluations with timely submission of the 1500 Health Insurance Claim Form. Fees will be billed pursuant to the Fee Schedule attached as **Exhibit 1**. The total monthly amount billed will not exceed \$85,000.
- 2.2 An invoice will be provided with the claim forms to UMC Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102. The Invoice will include the following information: Date of Service, Last, First name, HAR, MRN, level of examination

conducted, and a copy of the dictation.

- 2.3 ROSE HEART will contract with Nurse Examiners. All Nurse Examiners used by ROSE HEART for on-call evidence collection services must be legally authorized by the State of Nevada to perform said service. The Nurse Examiners will provide sexual assault examinations, suspect examinations, and forensic strangulation examination, which will meet or exceed the protocols established by the Nevada Office of Criminal Justice Planning.
- 2.4 ROSE HEART shall make available to UMC, sufficient information to enable UMC to contact the on-call Nurse Examiner including, but not limited to, name(s) of Nurse Examiner(s), twenty-four (24) hour on-call telephone number(s), alternate or back-up telephone number(s), if any, and address(es).
- 2.5 Nurse Examiners shall attend monthly case reviews at the request of UMC.
- 2.6 The Medical Director of ROSE HEART must be credentialed and have practice privileges at UMC. UMC agrees these privileges will not be unreasonably withheld and will be granted prior to the commencement of this Agreement.
- 2.7 ROSE HEART and its Medical Director will provide supervision of the activities of the Nurse Examiners. Specific terms of this shared supervision will be outlined in a memorandum of understanding between Rose Heart and its Medical Director.
- 2.8 All Nurse Examiners must have on file, in the office of Human Resources, copies of all licenses and certificates required by the State of Nevada and evidence of annual competency evaluations.
- 2.9 ROSE HEART shall supply equipment as specified on **Exhibit 2**.
- 2.10 ROSE HEART and UMC agree to the provisions of the protocols and standards of performance as listed in **Exhibit 3** attached hereto and incorporated herein by reference. These protocol provisions may be changed from time to time upon mutual written agreement of the parties.
- 2.11 ROSE HEART shall perform and adhere to all applicable requirements set forth in UMC's Policy #I-66, available from UMC upon request.
- 2.12 Insurance.
  - a. General Provisions. ROSE HEART shall provide UMC with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this Agreement within ten (10) calendar days after this Agreement has been fully executed by the Parties.
    1. Professional Liability. ROSE HEART shall carry professional liability insurance of no less than **One Million Dollars (\$1,000,000)** per occurrence and **Three Million Dollars (\$3,000,000)** in the aggregate. Said insurance shall be provided prior to the full execution of this

Agreement by the Parties. Such insurance shall annually be certified to the Hospital Administrator or his/her designee as necessary.

2. General Liability. General Liability coverage shall be on a “per occurrence” basis only and not “claims made.” The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverage must be fully disclosed on the required certificate. If other than these forms are submitted as evidence of compliance, complete copies of each policy form must be submitted to UMC. Policies must include, but need not be limited to, coverage for personal injury (including death) and property damage. ROSE HEART shall maintain limits of no less than **One Million Dollars (\$1,000,000)** combined single limit per occurrence for personal injury (including death) and property damage.
  3. Auto Liability. Automobile Liability must provide coverage for claims for damage because of personal injury (including death) or property damage arising out of the ownership, maintenance or use of any motor vehicle whether owned, hired or non-owned. ROSE HEART shall maintain limits of no less than **One Million Dollars (\$1,000,000)** combined single limit “per accident” for personal injury (including death) and property damage.
- 2.11 ROSE HEART agrees to make available on an on-call basis Nurse Examiners to testify in court, if needed, according to the requirements and terms of its agreements with the responsible law enforcement agency.
- III. UMC’S OBLIGATIONS**
- 3.1 ROSE HEART shall bill UMC directly each month for services rendered for forensic strangulation evaluations, as outlined in this Agreement. UMC will validate that information and pay ROSE HEART directly. UMC will look to reimbursement from Clark County for serviced billed by ROSE HEART.
  - 3.2 UMC shall subtract from any payment made to ROSE HEART all damages, costs and expenses caused by ROSE HEART’s negligence, resulting from or arising out of errors or omissions in ROSE HEART’s work products, which have not been previously paid to ROSE HEART.
  - 3.3 UMC shall not provide payment on any invoice ROSE HEART submits after six (6) months from the date ROSE HEART performs services, provides deliverables, and/or meets milestones, as agreed in this Agreement. UMC shall pay ROSE HEART invoices within sixty (60) days from receipt.
  - 3.4 Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102. UMC will provide ROSE HEART with a contact name and telephone number and email for communication with a specific employee who will be knowledgeable about the payment process.
  - 3.5 UMC agrees, as the participating medical facility, to provide all medical facilities.

- 3.6 UMC will provide parking for ROSE HEART personnel as necessary in the ambulance entrance area.

#### IV. TERM

- 4.1 Term of Agreement. This Agreement shall become effective as of February 1, 2025, and, subject to paragraphs 5.5 and 5.14, shall remain in effect through 31st day of January, 2027, with the option by either Party to renew for one (1) additional annual renewal period subject to the terms and conditions of this Agreement, provided that written notice to exercise the option to renew is provided to the other Party.
- 4.2 Termination Without Cause: Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated by either party without cause upon ninety (90) days written notice to the other party.

#### V. MISCELLANEOUS

- 5.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, ROSE HEART shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If ROSE HEART carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve-month period with a related contractor, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. § 1395x (v)(I), and the regulations promulgated thereunder.
- 5.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 5.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 5.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 5.5 Budget Act. In accordance with NRS 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. UMC agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.
- 5.6 Captions/Gender/Number/Tense. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall

include the masculine, feminine and neuter and the number of all words shall include the singular and plural. All verbs should be construed in the appropriate tense required by the context of the Agreement.

- 5.7 Confidential Records. All UMC medical records, histories, charts and other information regarding patients and all UMC statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of UMC regardless of the manner, media or system in which such information is retained. All ROSE HEART documentation, pictures, reports and other information regarding victims and all ROSE HEART statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of ROSE HEART regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by the parties shall be kept in the strictest confidence by the parties as required by law.
- 5.8 Corporate Compliance. ROSE HEART recognizes that it is essential to the core values of UMC that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, ROSE HEART agrees at all times to comply with all applicable federal and state laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of UMC, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to ROSE HEART upon request.
- 5.9 Disagreements/Arbitration. All matters involving the performance of ROSE HEART's duties, as set forth in this Agreement, shall be determined jointly by ROSE HEART and UMC's Administrator. Any disagreement between ROSE HEART and UMC's Administrator shall be resolved according to the following procedures:
- a. In all matters concerning the adequacy of coverage and the performance of ROSE HEART's duties set forth in the Agreement, the decision of UMC's Administrator shall be binding upon both parties unless the same is appealed to UMC's Governing Board within ten (10) days after the decision of UMC's Administrator is announced. The determination of UMC's Governing Board shall be final with respect to such matters.
  - b. All disputed matters pertaining to UMC's Medical and Dental Staff Bylaws, Rules and Regulations shall be addressed through the mechanisms and procedures adopted and established by the Bylaws, Rules and Regulations of UMC's Medical and Dental Staff.
  - c. All other matters concerning the application, interpretation or construction of the provisions of this Agreement shall be submitted to binding arbitration. Arbitration shall be initiated by either party making a written demand for arbitration on the other party. Each party, within fifteen (15) days of said notice, shall choose an arbitrator, and the two selected arbitrators shall then choose a third arbitrator. The panel of three (3) arbitrators shall then proceed in accordance with the applicable provisions of the Nevada Revised Statutes, with the third arbitrator ultimately responsible for arbitrating the matter. Either party to the arbitration may seek judicial review by way of petition to the Eighth Judicial District Court of the State of Nevada to confirm, correct or vacate an



arbitration award in accordance with the requirements of the Nevada Revised Statutes and the Nevada Rules of Civil Procedure.

- 5.10 Entire Agreement. This document constitutes the entire agreement between the Parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 5.11 False Claims Act.
- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary.
  - b. Violation of the civil False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
  - c. UMC is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, UMC has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. Provider is expected to immediately report to UMC's Corporate Compliance Officer directly at 702-383-6211, through the Hotline 1-888-691-0772, or in writing, any actions by a medical staff member, UMC vendor, or UMC employee which ROSE HEART believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. UMC is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.
- 5.12 Federal, State, Local Laws. ROSE HEART will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 5.13 Financial Obligation. ROSE HEART shall incur no financial obligation on behalf of

UMC without prior written approval of UMC or the Board of Hospital Trustees.

- 5.14 Fiscal Fund Out Clause. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC'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. UMC 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 current fiscal year. Termination under this section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 5.15 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond their control.
- 5.16 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 5.17 Health Insurance Portability and Accountability Act of 1996. ROSE HEART shall use its best efforts to preserve the confidentiality of Protected Health Information it receives from UMC, and shall be permitted only to use and disclose such information to the extent that UMC is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law.
- 5.18 Indemnification.
- a. ROSE HEART shall indemnify and hold harmless, UMC, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of ROSE HEART, its employees, representatives, successors or assigns. ROSE HEART shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
  - b. ROSE HEART's obligation to indemnify and/or defend UMC shall survive the termination of this Agreement if the incident requiring such indemnification or defense occurred during the Agreement term, or any extension thereof, and directly or indirectly relates to ROSE HEART's obligations or performance under the terms of this Agreement.
- 5.19 Independent Contractor. UMC and ROSE HEART are independent entities and nothing contained in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
- 5.20 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a

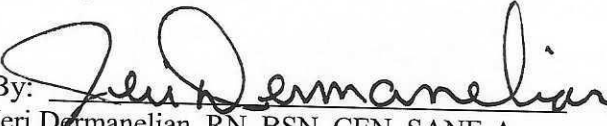
document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

- 5.21 Non-Discrimination. Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.
- 5.22 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party at its address listed in the signature blocks below, or at such other address as indicated by written notice to the other party.
- 5.23 Publicity. Neither UMC nor ROSE HEART 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.
- 5.24 Performance. Time is of the essence in this Agreement.
- 5.25 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 5.26 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. UMC and/or ROSE HEART, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.27 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 5.28 Warranties. Each party represents and warrants that it is not an Excluded Provider. For purposes of this Section, the term "Excluded Provider" means a person or entity that either (i) has been convicted of a crime related to health care, or (ii) is currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including without limitation federally-funded health care programs such as Medicare and Medicaid). Further, each party agrees to immediately disclose to the other party any debarment, exclusion or other event that makes the party or any individual employed by the party an Ineligible Person with respect to participation in any federal health care program, upon which disclosure the other party may, without penalty, immediately terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year set forth below.

**ROSE HEART, INC.**

Attn: Jeri Dermanelian, President  
4055 S. Spencer Street, Suite 228  
Las Vegas, NV 89119

By:   
Jeri Dermanelian, RN, BSN, CEN, SANE-A  
President

Date: 2-4-25

**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

Attn: Chief Executive Officer  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

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

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

**EXHIBIT 1**  
**FEE SCHEDULE**

Code: 99281 Pt offered the FSE and declines to the exam. Cost: \$407.55

Code: 99283 Pt offered the FSE and accepts, Exam Completed with no imaging required. Cost \$1196.00

Code: 99284 Pt Offered the FSE and accepts, Exam Completed with imaging required. Cost \$2392.00

If a patient comes in and leaves without being seen, then there will be no charge.

## **EXHIBIT 2**

### **“EQUIPMENT”**

Logitech Speakers x 2  
Anatomic maniquines  
File Folder  
Anatomic Body Parts  
Various Sexual Assault Books  
Brown Desk  
Cabinet Locked  
Card Reader  
Photographs Various  
Large Calander with magnet changeable Months and dates  
Computer Dell, Inspiron Service Tag: 4N4Q704  
Computer Screens x 4  
Copy machine  
Crime Light x 2  
Crime Light Glassess x 2  
4 Port UISB KVM Switch  
Staple Remover  
16 GB SD Cards for Camera  
Canon 70 D Camera with Pelican caring case  
Canon EOS R with Flash lamp with Pelican Caring Case  
Canon EOS 50 Camera with flash lamp with Pelican Caring Case  
Battery Chargers x 6  
Flashlight x3  
Forensic Rulers Multiple Sizes  
Lab Guard specimen bag  
Light Staining Microscope  
Microscope Slide  
Otascope Camera Depstech  
Battery's for Various Camera's  
Plevic Pillow x 2  
Tripods x 2  
Pen  
SanDisk 4 GB SanDisk  
Sart Smart/Medical Hx & Assault Information  
Various Paper and pen and pencil products  
Secured Digital Forenisc Imaging , Storage, Program  
Slings Carrying case for tripods x 2  
AA Lithium Batteries  
State of Nevada Sexual Assault Evidence Collection Kit  
Stethascope  
123 Lithim Batteries  
Food and Drink Various snacks

Light Staining Microscope slide taken from the cervical  
Footpedals for camera x 3  
Strangulation Maniquin Heads  
Anatomic Strangulation Forms  
Ledger Sheets  
Log  
Various Phone chargers, Apple, Samsung, Fast chargers  
Computer Camara to connect with Testifying in Court Remotely

### **EXHIBIT 3**

#### **MEDICAL FACILITY:**

1. UMC, as the participating medical facility, shall provide an examination/treatment area that will ensure the privacy of the victim/survivor and be conducive to interviewing. Evidence collection kits and all supplies necessary for the collection of evidence shall be kept in a locked area. UMC's emergency room physician will examine the victim, as needed, after the physical evidence collection has been completed by the Nurse Examiner. The medical facility will make available all lab findings and other pertinent information to the Medical Director of ROSE HEART or his/her designee.
2. The participating medical facility shall provide minimal storage space for needed supplies and provide all instruments/equipment required for the collection of medical evidence in a locked room. ROSE HEART and UMC security personnel shall have access.
3. The participating medical facility shall advise the jurisdictional law enforcement agency that an assault has occurred, if the law enforcement agency has not already been notified.
4. The participating medical facility shall be responsible for the physical well-being of the victim and medical treatment, if necessary.

#### **MEDICAL FACILITY PHYSICIAN:**

Under usual circumstances, the Nurse Examiner will evaluate and collect evidence from the sexually assaulted victim. If the victim has sustained injuries, needing treatment beyond the scope of the Nurse Examiner, the participating Medical Facility Physician will:

1. Evaluate and treat the sexually assaulted victim.
2. Perform the vaginal examination and rectal examination.
3. Order the necessary labs and blood analysis.
4. The Medical Facility Physician will complete the hospital report of the sexually assaulted victim, if admitted through the emergency room.
5. A victim/survivor in need of immediate emergency medical care will be treated as any other medical emergency. The attending Medical Facility Physician will determine at which point the victim will be available for the sexual assault examination.
6. The following conditions require immediate medical treatment and physician referral.
  - a. Severe bleeding from the vaginal or rectal area or any body orifice.



- b. Possible fractures.
- c. Lacerations requiring sutures.
- d. Head injury or history of loss of consciousness.
- e. Severe physical complaints such as chest pains or abdominal pains.
- f. Any other condition the SANE feels may warrant medical evaluation.

- 7. If history indicates, the Medical Facility Physician will complete the pertinent inflammation in the sexual assault kit.

SART (SEXUAL ASSAULT RESPONSE TEAM) MEDICAL DIRECTOR:

The Medical Director of ROSE HEART, or his/her designee, will give prophylaxis for the prevention of sexually transmitted diseases and/or pregnancy and prescribe any other prophylaxis drugs deemed necessary.

PROTOCOL FORMAT:

- 1. The SANE, functioning within the framework of the Nurse Practice Act and the guidelines set forth by the Office of Criminal Justice Planning will provide a complete medical/legal examination and evidence collection for victims of sexual assault. This may be performed without the direct supervision of a M.D.
  - a. GENERAL PROCEDURE:
    - (1) Initiate contact with sexual assault crisis counselor to assist in providing emotional support to the victim.
    - (2) Assist investigating law enforcement agency with interview and subsequent physical evidence collection from the victim.
    - (3) Provide the victim, as required by the State of Nevada, information and referrals for follow-up for pregnancy prophylaxis and STD testing.
    - (4) Documentation as required by the Office of Criminal Justice Planning on forms of sexual assault kits.
    - (5) Maintenance of all forms and evidentiary items as required by the Clark County Sheriff's Crime Lab, the Clark County District Attorney's Office, and the investigating law enforcement agencies.

b. SEXUAL ASSAULT EVIDENCE COLLECTION PROCEDURE:

- (1) Document pertinent data as required on the sexual assault kit.
- (2) Collect external physical evidence.
- (3) Assess and document physical findings on the body.
- (4) Scan with Omni Light and collect findings as indicated.
- (5) Perform gross visual perineal exam.
- (6) Perform examination with the colposcope:
  - (a) Photograph injuries.
  - (b) Collect physical findings.
- (7) Perform pelvic exam and rectal exam if indicated.
- (8) Following chain of custody requirements, package all clothing and evidentiary items.
- (9) Complete documentation on sexual assault kits.

SANE (SEXUAL ASSAULT NURSE EXAMINER):

1. The SANE will collect the physical evidence from the sexually assaulted victim. Victims sixteen (16) years and younger will require parental or legal guardian consents.
2. All sexual assault Nurse Examiners will have been oriented to the Sheriff's Crime Lab procedures and oriented to the Medical Protocol for Examination of Sexual Assault Victims.
3. Nurse Examiners are available on-call twenty-four (24) hours per day. They will have a response time of thirty (30) minutes.
4. Immediate supervision is not required by a physician. The medical/legal examination and evidence collection would be considered an independent nursing function and will be conducted as such.
5. Nurse Examiners are notified by the law enforcement agency when a crime has occurred.
6. Nurse Examiner/director is responsible for overseeing the training process and scheduling of Nurse Examiners.
7. Nurse Examiner will respond to the hospital for the collection of evidence from the sexual assault victim and/or the suspect if necessary.
8. Nurse Examiner will obtain and fully document as complete a medical history as possible.
9. Nurse Examiner will inform the officer of any information that is relevant to the investigative process and the evidence collection.
10. If requested, the Nurse Examiner will assist the law enforcement officer in the taking of photographs of the victim's injuries.
11. Nurse Examiner is responsible for the collection of evidence from the victim's person. The

evidence is to be collected and documented, in accordance with State protocol and laws of evidence.

12. Nurse Examiner shall prepare the victim for physical examination by the physician, if history indicates.
13. Nurse Examiner gives the evidence collected directly to the officer, noting chain of evidence procedure.
14. Nurse Examiner is responsible for accurate documentation on sexual assault forms.
15. Nurse Examiner distributes copies of sexual assault forms appropriately.
16. Nurse Examiner will obtain all necessary blood specimens from the sexually assaulted victim and victims will be notified of results by established "call-back" procedures of UMC's emergency room.
17. Nurse Examiner will obtain consent for prophylaxis and all other necessary consents connected with the collection of the evidence.
18. Nurse Examiner may collect the necessary vaginal swabs.
19. Nurse Examiner will collect the rectal swabs from the victim.
20. If history indicates, the Nurse Examiner may visually observe the victim for injuries and relay this information to the Medical Facility Physician.
21. Nurse Examiner will refer the victim, if patient chooses, to a family physician if victim has one. If the victim does not have a family physician, victim will be referred to Clark County Health Department's Community Action Against Rape or for immediate complications, victim may be referred to the hospital emergency room.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> 1						
<b>Corporate/Business Entity Name:</b> Diamonessence						
<b>(Include d.b.a., if applicable)</b> Rose Heart						
<b>Street Address:</b> 4055 Spencey Suite			<b>Website:</b> 228		<b>Website:</b> a website	
<b>City, State and Zip Code:</b> Las Vegas NV			<b>POC Name:</b>			
			<b>Email:</b> sanelasvegas@gmail.com			
<b>Telephone No:</b> 702 725 2506544			<b>Fax No:</b> 702 734 0879			
<b>Nevada Local Street Address:</b>			<b>Website:</b>			
<b>(If different from above)</b> 1800 W. Charleston Blvd			a			
<b>City, State and Zip Code:</b> LV NV 89102			<b>Local Fax No:</b> a			
<b>Local Telephone No:</b> 702 383 3922			<b>Local POC Name:</b> a			
			<b>Email:</b>			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Jeri A Dermanelian	President/owner	50%
Arthur Kasarjian	owner	50%

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.)

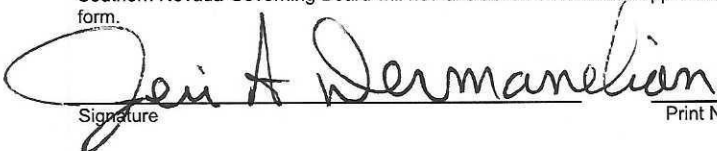
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ 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

Jeri A Dermanelian  
Print Name

## 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
Arthur Kasarjian (Husband)	N/A	N/A	N/A

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

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

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

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

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**For UMC Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b>	<b>Award RFP No. 2024-15, Bad Debt Collections, to Aargon Agency, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board, the RFP No. 2024-15 for Bad Debt Collections to Aargon Agency, Inc.; 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></b>		

## FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Bad Debt Collections	
Bid/RFP/CBE: RFP 2024-15	
Term: Five years	
Amount: Not-to-Exceed: \$750,000 annually or \$3,750,000 in aggregate	
Out Clause: Termination for convenience with 15 days' prior notice.	

## BACKGROUND:

On December 18, 2024, a request for proposals, RFP 2024-15 for Bad Debt Collections, was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals from the public for bad debt collection services which include, in part, the following: providing outgoing dialing campaigns, email and text messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements, fielding calls for account audits and charge disputes, and generally providing collection agency intervention in an effort to collect past due medical bills previously determined to be uncollectible by UMC (collectively, the "Scope").

Responses were received prior to the January 9, 2025 deadline from the following vendors:

- Aargon Agency, Inc.
- BC Services, Inc.
- Bull City Financial Solutions, Inc.
- Firstsource Solutions USA, LLC
- Frost-Arnett Company
- Optimum Outcomes, Inc.

Cleared for Agenda  
February 19, 2025

Agenda Item #

**14**

An ad hoc committee (consisting of UMC's Director of Patient Accounting, Assistant Director of Patient Accounting, and Patient Account Manager) reviewed and scored the eight proposals received from the aforementioned vendors, independently and anonymously, and recommended the selection of, and contract approval with, Aargon Agency, Inc. (hereafter, "Aargon").

For the total not-to-exceed RFP award of \$750,000 per year, \$3,750,000 in aggregate, for the five-year term, Aargon will provide the services defined above as the Scope. The term of the Agreement as negotiated is to begin on April 1, 2025 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 a cost savings to UMC compared with past compensation for similar work as that set forth in the Agreement. A previous Agreement, as subsequently amended, for similar services allowed 11% compensation to the respective vendor, while the Agreement contemplated herein allows for only 10% compensation to Aargon, a more than 9% reduction in the cost for such work to UMC.

Aargon is a Nevada corporation and 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. 2024-15 BAD DEBT  
COLLECTIONS SERVICE AGREEMENT**

<b>AARGON AGENCY, INC.</b>
NAME OF FIRM
Duane Christy, CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
8668 Spring Mountain Road, #110 Las Vegas, NV 89117
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(800) 326-7118
(AREA CODE) AND TELEPHONE NUMBER
<a href="mailto:duane@aargon.com">duane@aargon.com</a>
E-MAIL ADDRESS



## RFP NO. 2024-15 BAD DEBT COLLECTIONS SERVICE AGREEMENT

This Agreement (the "Agreement") is made and entered into as of April 1, 2025 (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 AARGON AGENCY, INC., (hereinafter referred to as "COMPANY"), for bad debt 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 rate set forth in the Fee Schedule (**Exhibit B**). The sum of the fees shall not exceed \$750,000 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. 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:                      Aargon Agency, Inc.  
8668 Spring Mountain Road, #110  
Las Vegas, NV 89117

## **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  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

**AARGON AGENCY, INC.**

By: Duane Christy  
DUANE CHRISTY  
Chief Executive Officer

01/23/2025  
DATE

## **EXHIBIT A SCOPE OF WORK**

### **1. Scope of Work**

To provide billing and collection activities related to:

- a. Bad debt collection services for self-pay balances. All unresolved accounts are to be assigned to COMPANY at day 121. Bad debt collection services includes: providing outgoing dialing campaigns, email and text messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements and fielding calls for account audits and charge disputes.
- b. Provide for collection agency intervention in an effort to collect medical bills\_determined to be uncollectible by HOSPITAL and its affiliated physician group(s). HOSPITAL currently or recently averaged monthly assignments to collections of 383 accounts and \$3 million per month on the inpatient side and 4,306 accounts and \$5 million per month on the outpatient side. Nothing herein should be interpreted as a promise of future performance.
- c. HOSPITAL will award this Project to COMPANY to perform bad debt collections. The timeline would be as follows:
  - i. Accounts will be placed with COMPANY at 121 days from the first statement if payment arrangements have not been established or after two consecutive payments are missed. COMPANY will have 1095 days to collect or set up a payment plan.  
If no payment arrangement has been established at that time then such account(s) will be returned to HOSPITAL and will be labeled as "uncollectible bad debt."

### **2. General Service Level Expectations**

- a. Licensing and Membership requirements.
  1. COMPANY must be licensed as a Collection Agency in Nevada.
  2. Maintain membership in good standing either with the Nevada Collectors Association or with the ACA International (at national level).
- b. Assignments of Accounts.
  1. Assignments of accounts will be made daily
  2. Placements of all applicable self-pay bad debt balances including balances after insurance.
    - ii.1 International accounts will not be included.
    - ii.2 HOSPITAL reserves the right, at its sole discretion, to withhold certain self-pay accounts.
    - iii.3 Placements will be transmitted and received via secure SFTP processes.
  3. COMPANY will have a maximum of 1095 days to work on an account placed at the onset of the partnership and based on the timeline set forth above (refer to Section 1.c(i)).
    - iii.1 COMPANY will send daily cancel files to HOSPITAL for all unresolved accounts at day 1095 from the date of placement.
    - iii.2 If appropriate HOSPITAL payment arrangements are established, the account will remain with COMPANY for the term of the arrangements.
      - iii.2.1 HOSPITAL will provide a copy of current self-pay discount and payment arrangement guidelines.
      - iii.2.2 All exceptions to the approved discounts and payment arrangement guidelines must be requested in writing and approved by HOSPITAL.
    - iii.3 COMPANY agrees to follow HOSPITAL's guidelines for acceptable payment schedules.
  4. Upon identification of third-party insurance, the accounts will be properly updated in HOSPITAL's system to initiate the claims filing process.
  5. Remote access will be granted to HOSPITAL account management systems as determined appropriate by HOSPITAL.
    - v.1 COMPANY representative(s) will be required to complete HOSPITAL's Information Security Agreement prior to being provided remote access.

- v.2 COMPANY will be responsible for arranging an appropriate number of staff to attend HOSPITAL application training onsite or via WebEx. COMPANY will include specific number of staff that will be working HOSPITAL accounts based on given volumes.
  - v.3 HOSPITAL reserves the right to revoke access.
  - v.4 All payments will be processed using HOSPITAL's payment proposer Relay Account.
    - v.4.1 Access will be granted to COMPANY representatives.
    - v.4.2 Payment Card Industry compliance is required for all payment transactions.
- c. Assigned accounts will not be co-mingled with other clients.
  - i. Accounts forwarded for legal action on behalf of HOSPITAL will be processed separately from other client accounts.
  - ii. Assigned accounts will not be outsourced to a foreign country.
- d. Compliance.
  - 1. To ensure HIPAA compliance, HOSPITAL assignments must be maintained separately.
  - 2. Use of demographics for any purpose other than to collect a HOSPITAL account is prohibited.
  - 3. Should any new legislation take effect during the term of this Agreement, which necessitates changes to current HOSPITAL collection activities, HOSPITAL will be notified of the changes in writing.
  - 4. COMPANY must be able to demonstrate that appropriate encryption is used to maintain system security.
  - 5. COMPANY must be able to demonstrate that all personnel are trained on HIPAA compliance and PHI security.
- e. Interest and Fees.
  - i. The charging of interest on assigned accounts without a court order is expressly prohibited. Court ordered interest will be remitted to HOSPITAL.
  - ii. Assessing fees, with the exception of legal fees as limited in paragraph g herein, is prohibited. This includes, but is not limited to, collection fees, copy fees, attorney fees or any other fees or costs associated with the collection of assigned accounts.
  - iii. Patients will not be charged interest or payment processing fees at any time while the account is in the bad debt COMPANY's inventory.
- f. Legal Action.
  - i. The use of a Confession of Judgment (COJ) as an acknowledgement of a debt and a commitment to pay is authorized. It will be limited to the principal amount only.
  - ii. The filing of a COJ in lieu of obtaining a court ordered judgment is prohibited.
  - iii. Authorization to file for legal (Assignment of Account) must be obtained after the account status changes to "Legal Review". COMPANY must provide information regarding tangible assets prior to HOSPITAL authorizing action.
- g. Assessed legal fees to patient (e.g., court costs – filing fees, etc.) will not exceed \$250.00. This fee will be kept by COMPANY.
- h. Demographic and Collection Information Limitations.
  - i. Adhere to EPIC's standard data specs
  - ii. Copies of Conditions of Admission and Financial Statements (COA/FS) will be provided upon receipt of a copy of the dispute letter from the patient/guarantor requesting proof of service. No other copies from a patient's medical or billing records will be provided without receipt of a valid authorization signed by the patient or a legal representative of the patient or a court order. A judge must sign all court ordered requests.
  - iii. Data transfer will be via a secure FTP VPN connector.
  - iv. Data transfer will be via a secure FTP site.
  - v. Collection status changes (e.g., active, inactive, cancelled and returned, referred to legal, etc.) will be

- updated daily for the FTP site.
  - vi. COMPANY must be able to send and receive emails via TLS encryption to insure strict adherence to patient privacy.
- i. COMPANY Representation/Training.
  - i. Throughout the term of this Agreement, COMPANY will be responsible for the initial and quarterly training of all representatives associated with the collection of HOSPITAL accounts. Mandatory training must include all applicable laws, policies and regulations governing collection practices inclusive of special conditions associated with medical collections.
  - ii. COMPANY must provide HOSPITAL with a detailed plan of representative training activities associated with collection of HOSPITAL's accounts.
  - iii. Designated representatives must be assigned to HOSPITAL accounts.
- j. Call System Requirements.
  - i. COMPANY's call center system must be able to handle high volume calls (greater than 5,000 HOSPITAL calls per month).
  - ii. Call center must be staffed at a minimum of Monday – Friday, 7:30 a.m. – 6:00 p.m. Pacific Standard Time.
  - iii. Dialing campaigns must comply with all applicable laws and regulations.
  - iv. All telephone messages must be returned within 24 business hours.
  - v. HOSPITAL calls may not be co-mingled with other client calls.
  - vi. HOSPITAL is to be notified as soon as possible of any phone outages, system outages or other unforeseen circumstances that affect HOSPITAL calls.
  - vii. All calls must be recorded for future reference should a complaint or dispute be filed.
- k. Concerns and Disputes Registered by Guarantor.
  - i. COMPANY will be responsible for resolving patient concerns/disputes presented to them in written form within one business day or 24 hours from date of concern/dispute. Resolution means either a payment arrangement has been established, payment in full is made, or the account has been referred back to HOSPITAL due to patient complaint or concern surrounding the billed charges.
  - ii. COMPANY must be able to provide HOSPITAL with the record telephone conversation upon request.
  - iii. A copy of all correspondence from COMPANY to the patient will be provided to HOSPITAL.
  - iv. COMPANY's failure to respond to written concerns/disputes in the prescribed time could place HOSPITAL at risk. Should this transpire, the offending COMPANY will be considered non-responsive which will void this Agreement.
- l. Medicaid and County Eligibility.
  - i. Accounts identified as Medicaid or County eligible must be closed and returned to HOSPITAL along with a billing request form or adjustment, as applicable. Proof of eligibility must accompany the request.
- m. Credit Bureau Reporting.
  - i. All undisputed balances will be reported to TransUnion and at least one other major credit bureau within 90 days from placement unless paid in full or in an acceptable payment arrangement secured with a promissory note or COJ (see paragraph f herein on COJ limitations).
- n. Remittance of Collections.
  - i. All collections along with the supporting remittance advice(s) will be remitted to HOSPITAL weekly as follows:
    - i.1 Monies collected the previous week will be remitted the following week on Tuesday. Company to adhere to HOSPITAL's weekly remittance process
  - ii. A proper remittance includes the electronic update of cash received, a detailed invoice and a remittance check.

- ii.1 The invoice and remittance check will be delivered to HOSPITAL's Patient Accounting Department by 4:00 p.m. PST by the due date as described in paragraph i.1 herein.
    - ii.2 Late remittances for reasons beyond COMPANY's control must be justified and acknowledged by HOSPITAL. If COMPANY is demonstrating a pattern of late remittances, it will be considered as non-responsive.
    - ii.3 HOSPITAL would consider two consecutive, unjustified, late remittances in any given time period or three late remittances in a 12 month period as a pattern.
  - iii. The invoices and remittance checks will be delivered to HOSPITAL's Patient Accounting Department by 4:00 p.m. PST by the due date as described in paragraph i.1 herein.
  - iv. COMPANY must be able to provide an itemized statement of payments, discount adjustments, contingency amounts and account balances to HOSPITAL's Accounts Payable Department on a monthly basis.
- o. Workflow.
- i. COMPANY will provide a detailed diagram describing the workflow used throughout the entire life cycle of the account from placement to cancellation/return.
  - ii. COMPANY shall make changes to its workflow as directed by HOSPITAL.
- p. Statements.
- i. COMPANY will be responsible for sending all past-due notices to debtors. The cost associated with such notices will be included in the rate proposed by COMPANY.
    - i.1 Contact information on past-due notices will direct the patient to COMPANY's call center.
    - i.2 COMPANY will have all past-due notices and other debtor correspondence approved by HOSPITAL before incorporated into COMPANY's workflow.
- q. Reporting Requirements: HOSPITAL's Patient Accounting System is EPIC. All inbound and outbound file transfers will utilize EPIC's standard file specifications.
- i. HOSPITAL will provide file layouts to COMPANY outlining the files that COMPANY will be required to accept for placements, transactions, cancels, etc.
  - ii. Daily placement files will be sent via FTP from HOSPITAL to COMPANY.
  - iii. Daily transaction files that include payments, adjustments, notes, and other miscellaneous transactions will be sent via FTP from HOSPITAL to COMPANY.
  - iv. Daily deletion files will be sent via FTP from HOSPITAL to COMPANY.
    - iv.1 Bankruptcy Discharges
    - iv.2 Legal Cases
    - iv.3 Approved for Retroactive Medicaid
  - v. Daily acknowledgement of assignments by COMPANY.
  - vi. Inventory Report (Weekly).
  - vii. Performance Report (Monthly).
  - viii. Semi-Monthly Remittance Report (Due the 5<sup>th</sup> and 20<sup>th</sup> of each month).
  - ix. 12 Month Summary of Account Status (Monthly).
  - x. Close Report.
  - xi. Cancellation Report (Approved categories):
    - xi.1 Disputed (dispute validated by HOSPITAL)
    - xi.2 Deceased (No assets/No estate)
    - xi.3 Documentation (Charges cannot be validated)
    - xi.4 Wrong Party (Admitting error)
    - xi.5 Guarantor is Minor (Admitting error)
    - xi.6 Suit dismissed (Lost Court Case)
    - xi.7 Client Request (Cancelled by HOSPITAL)
    - xi.8 Bankruptcy (Discharged)
    - xi.9 Welfare Eligible (Clark County/Medicaid)
  - xii. Daily notes files will be required from COMPANY.
- r. Performance Expectations.

- i. Call abandonment rate of less than three percent (3%).
- ii. Wait times should not exceed two minutes without being offered the option to leave a message.
- iii. Account notes are required for every action taken on HOSPITAL accounts including automated dialing campaign logs.
  - iii.1 COMPANY must be able to provide a file of notations in an agreed upon format for upload to HOSPITAL's system.
  - iii.2 Note files will be transmitted daily via FTP.

s. Contacts.

- i. COMPANY must be able to identify a point person for Information Services issues.
- ii. Provide a point person for FTP login.
- iii. Designate a contact for dispute resolution and information requests related to concerns or complaints.
- iv. Designate a liaison person for client service.

t. Terms and Pricing.

- i. Terms and pricing will remain in effect for the duration of this Agreement including the extension options.

u. Standards.

- i. HOSPITAL expects that COMPANY will strictly adhere to the Fair Debt Collection Practices Act and all applicable Federal and State laws related to billing and collections. Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with HOSPITAL's customers/patients.
- ii. The responsibility for effectively training COMPANY representatives regarding customer service expectations, the provisions of the Fair Debt Collection Practices Act and the U.S. Bankruptcy Code relating to the collection of debts rests exclusively with COMPANY.
- iii. COMPANY will conduct business in a manner that supports HOSPITAL's mission, vision and core values.
- iv. Compliance with all 501(r) regulations (specifically pertaining to Extraordinary Collection Actions).
- v. Customer Service Standards:
  - v.1 HOSPITAL expects that COMPANY will provide quality customer service to the patients upon each contact.
  - v.2 All patient inbound inquiries will have a 24 hour or one business day, whichever is less, turnaround time.
- vi. COMPANY will ensure that 100% of inbound and outbound call activity is recorded and retrievable by HOSPITAL within 24 business hours of the initial request.

**3. Ownership of Records:** All documents and data made available by HOSPITAL to COMPANY hereunder shall remain the property of HOSPITAL.

**EXHIBIT B  
FEE SCHEDULE**

- Commission for collections: 10% (all-inclusive). This rate covers all aspects of the PROJECT, including, but not limited to, labor, staffing, supplies, equipment, transportation, and any other associated costs associated with the Scope of Work (Exhibit A).

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

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Estimated Percentage of Total Dollars: \_\_\_\_\_

Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

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

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**  
**(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)**  
**Business Associate Agreement**

This Agreement is made effective the 26th day of February, 2025, 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 Aargon Agency, Inc., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties")

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data,

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

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

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

## II. ACKNOWLEDGMENTS

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

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

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

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

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

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

#### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

#### VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

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

By: Aargon Agency, Inc

Mason Van Houweling

Name: Miguel Alvarez

Title: CEO

Title: Chief Operations Officer

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

Date: 12/23/2024

## 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Collectors Insurance Agency, Inc. 3200 Courthouse Lane  Eagan MN 55121		<b>CONTACT</b> NAME: CIAI PHONE (A/C, No, Ext): (952) 926-6547 E-MAIL: collectorsinsurance@acainternational.org ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nationwide General Insurance Company <b>INSURER B:</b> Nationwide Mutual Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>FAX</b> (A/C, No): (952) 928-3837  <b>NAIC #</b> 23760 23787
<b>INSURED</b> Aargon Agency Inc 8668 Spring Mountain Rd  Las Vegas NV 89117-4113				

## COVERAGES

CERTIFICATE NUMBER: 11127875

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		ACBPB017116093318	04/02/2024	04/02/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ACBPB017116093318	04/02/2024	04/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED IN GL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		ACPCU017116093318	04/02/2024	04/02/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IT IS AGREED THAT UNIVERSITY MEDICAL CENTER IS INCLUDED AS ADDITIONAL INSURED SOLELY AS THEIR INTERESTS MAY APPEAR IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM.

RFP 2024-15

## CERTIFICATE HOLDER

## CANCELLATION

UNIVERSITY MEDICAL CENTER 1800 WEST CHARLESTON BLVD C/O Legal Department LAS VEGAS NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	<b>CONTACT NAME:</b> CIAI <b>PHONE (A/C, No, Ext):</b> (952) 926-6547 <b>E-MAIL ADDRESS:</b> collectorsinsurance@acainternational.org <b>PRODUCER CUSTOMER ID:</b> 00003170	<b>FAX (A/C, No):</b> (952) 928-3837
<b>INSURED</b> AARGON AGENCY, INC. 8668 SPRING MOUNTAIN RD, #110 LAS VEGAS NV 89117	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> QBE Insurance Corporation <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 39217

## COVERAGES

CERTIFICATE NUMBER: 11127875

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> <b>PROPERTY</b>					
	<input type="checkbox"/> CAUSES OF LOSS	<input type="checkbox"/> DEDUCTIBLES			<input type="checkbox"/> BUILDING	\$
	<input type="checkbox"/> BASIC	<input type="checkbox"/> BUILDING			<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BROAD	<input type="checkbox"/> CONTENTS			<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> SPECIAL				<input type="checkbox"/> EXTRA EXPENSE	\$
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> RENTAL VALUE	\$
	<input type="checkbox"/> WIND				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET PERS PROP	\$
					<input type="checkbox"/> BLANKET BLDG & PP	\$
						\$
						\$
	<input type="checkbox"/> <b>INLAND MARINE</b>	TYPE OF POLICY				\$
	<input type="checkbox"/> CAUSES OF LOSS					\$
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$
						\$
A	<input checked="" type="checkbox"/> <b>CRIME</b>	ADC01408-07	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> Employee Theft	\$ 250,000
	TYPE OF POLICY					\$
						\$
	<input type="checkbox"/> <b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b>					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP 2024-15

## CERTIFICATE HOLDER

## CANCELLATION

UNIVERSITY MEDICAL CENTER  
C/O Legal Department  
1800 WEST CHARLESTON BLVD  
LAS VEGAS NV 89102

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	<b>CONTACT NAME:</b> CIAI <b>PHONE (A/C, No, Ext):</b> (952) 926-6547 <b>FAX (A/C, No):</b> (952) 928-3837 <b>E-MAIL ADDRESS:</b> collectorsinsurance@acainternational.org														
<b>INSURED</b> AARGON AGENCY, INC. 8668 SPRING MOUNTAIN RD, #110 LAS VEGAS NV 89117	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: QBE Insurance Corporation</td><td>39217</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: QBE Insurance Corporation	39217	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: QBE Insurance Corporation	39217														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 11127875**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors and Omissions			ADC01408-07	05/01/2024	05/01/2025	Per Claim / Aggregate \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

IT IS AGREED THAT THE CERTIFICATE HOLDER SHALL BE DEEMED AN INSURED BUT ONLY AS RESPECT TO THEIR BEING A CLIENT OR CUSTOMER OF THE INSURED ORGANIZATION IN ACCORDANCE WITH THE POLICY TERMS AND CONDITIONS.

RFP 2024-15

**CERTIFICATE HOLDER****CANCELLATION**

UNIVERSITY MEDICAL CENTER C/O Legal Department 1800 W CHARLESTON BLVD LAS VEGAS NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
HILL MACQUEL(67242EA ) 3085 S JONES BLVD #A		PHONE (A/C, NO, EXT): 702-307-0345	FAX (A/C, NO): 702-878-7470
LAS VEGAS NV 89146		E-MAIL ADDRESS: mhill@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: Truck Insurance Exchange	21709
AARGON AGENCY INC. 8668 SPRING MOUNTAIN RD		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
LAS VEGAS NV 89117-4132		INSURER D: Fire Insurance Exchange	21660
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER \$
	ANY PROPRIETOR/PARTNER/ EXCLUSIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	Y	B15094626	05/21/2024 05/21/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed as Additional insured on the named Insured's general liability policy.  
Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.

RFP 2024-15

CERTIFICATE HOLDER	CANCELLATION
University Medical Center of Southern Nevada C/O Legal Department 1800 W Charleston Blvd Las Vegas, NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Karen Kliger

## 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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 50</b>						
<b>Corporate/Business Entity Name:</b> Aargon Agency, INC						
<b>(Include d.b.a., if applicable)</b> Aargon Collection Agency						
<b>Street Address:</b> 8668 Spring Mountain Rd			<b>Website:</b> https://aargon.com			
<b>City, State and Zip Code:</b> Las Vegas, NV 89117			<b>POC Name:</b> Duane Christy <b>Email:</b> Duane@Aargon.com			
<b>Telephone No:</b> 702-220-7037			<b>Fax No:</b> 702-220-7036			
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>			<b>Website:</b>			
Same as above						
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b> <b>Email:</b>			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Duane Christy	Owner/CEO	51%
Cylce "Bill" Woolbright Trust	Owner/Trust	24%
Noa Char	Owner/Manager	12.5%
Daniel Robinson	Owner/Manager	12.5%

*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  
 President  
 Title

Duane Christy  
 Print Name

December 23rd, 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
Not Applicable			

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

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

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

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

---

**For UMC Use Only:**

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b>	<b>Award RFP No. 2024-11, Managed Print Services to Advanced Imaging Services</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the RFP No. 2024-11 for Managed Print Services to Advanced Imaging Services; authorize the Chief Executive Officer to sign the Agreement and execute any extension options/amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000 Fund Name: UMC Operating Fund  
Fund Center: 300083100 Funded Pgm/Grant: N/A  
Description: Master Service Agreement for copiers/printers and non-fleet management services.

Bid/RFP/CBE: RFP 2024-11 Managed Print Management  
Term: 5 years, 4/01/2025-03/31/2030  
Amount: NTE \$4,789,369.00.  
Out Clause: Upon 15 days' notice w/o cause

## BACKGROUND:

On October 9, 2024, RFP 2024-11 for Managed Print Services was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals from vendors for print services that include, among other things, lease of equipment, maintenance and support for print devices, and provision of consumables. Responses were received prior to the December 3, 2024 deadline from the following vendors:

360DTii  
Advanced Imaging Solutions  
Konica Minolta Business Solutions U.S.A., Inc.  
Ray Morgan Company, Inc.  
Ricoh USA  
Sun Print Management  
Toshiba Business Solutions, Inc.  
Xerox

Cleared for Agenda  
February 19, 2025

Agenda Item #

15

An ad hoc committee reviewed and scored the proposals independently and anonymously, and recommended the selection of, and contract approval with Advanced Imaging Solutions (“AIS”).

AIS will offer UMC fleet management of approximately 427 new multi-functional devices. The units will have full copy/print/fax/scan capability and includes full maintenance support and supplies (excluding paper) for the main hospital and offsite clinics.

The Agreement term is from April 1, 2025 through April 1, 2030, with the option to extend for three months. UMC may terminate for convenience upon fifteen (15) days’ notice.

UMC’s Director of Information Technology has reviewed and recommends approval of the Agreement. The Agreement was reviewed as to form by UMC’s Office of General Counsel.



**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR  
RFP 2024-11  
Managed Print Services**

Advanced Imaging Solutions
NAME OF FIRM
Dave Clark – VP of Strategic Accounts
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3865 W. Cheyenne Ave, Ste #505  North Las Vegas, NV 89032
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 214-5161 – Michael Limon
(AREA CODE) AND TELEPHONE NUMBER
Michael Limon <a href="mailto:mlimon@ais-now.com">mlimon@ais-now.com</a>  Dave Clark <a href="mailto:dclark@ais-now.com">dclark@ais-now.com</a>
E-MAIL ADDRESS

AGREEMENT FOR MANAGED PRINT SERVICES

This Agreement (the "Agreement") is made and entered into as April 1, 2025 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 Advanced Imaging Solutions (hereinafter referred to as "COMPANY"), for Managed Print 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 not to exceed \$4,789,369.00 \_\_\_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 Effective Date through April 1, 2030 \_\_\_\_\_ ("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

- HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$4,035,689.00\_\_\_\_\_. 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.
- 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.
- HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - 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.
  - Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
  - 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.
- No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
- 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.
- 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. 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, Don Barnwell\_\_, telephone number (702) 38-7840\_\_\_\_or his/her designee. HOSPITAL's representative may delegate any or all of his/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.
- C. In the event that COMPANY fails to complete the PROJECT within the time specified in the Agreement, or with such additional time(s) as may be granted in writing by HOSPITAL or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Agreement or any extensions thereof, COMPANY shall pay to HOSPITAL as liquidated damages the sum of **\$100.00** for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by HOSPITAL in completing the work.

#### **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 C** incorporated herein by this reference. COMPANY

shall comply with the terms and conditions set forth in **Exhibit C** 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:                      Advanced Imaging Solutions  
Attn: CFO  
3865 W. Cheyenne Ave.;  
Ste. 505  
N.Las Vegas, NV 89032

## **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 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

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.**

Transportation:

- Domestic Airlines (Coach Ticket); one (1) checked bag fee. Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$65 per day. 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 mid-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. Return re-fuel cap of \$50 per vehicle.

Uber/Lyft/Taxi 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.

- COMPANY's Invoice
  - o With copy of executed Agreement highlighting the allowable travel
  - o List of travelers
  - o 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 re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

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

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- 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
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (e.g., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time

Travel expenses shall not exceed \$ 1,500.00 without prior written approval from HOSPITAL.

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:

**COMPANY NAME**

By:  \_\_\_\_\_                      2/12/2025  
ED0EE8BD667A476...  
NAME: Gary Harouff                      DATE  
TITLE: President

**EXHIBIT A**  
**MANAGED PRINT SERVICES**  
**SCOPE OF WORK**  
**(WILL BE INSERTED FROM NEGOTIATED AND ACCEPTED PROPOSER SUBMISSION)**  
**See Attachment Submitted Package B Proposal and Package C - Pricing**

**I. Scope of Services:**

The following are the services or result of services requested to be performed by the Successful Proposer. The final Scope of Work will be a coordination of effort between the UMCSN and Company, based on the successful Proposer's proposal and final negotiations of the parties:

A. Objectives

The UMCSN is seeking a Managed Print Services solution. The overall goals of the service include the following in no particular order:

- Decreasing the total cost of service and consumables
- Consolidating current number of printers to an industry standard
- Increasing and optimizing the efficiency of device use
- Providing a secure platform for printing sensitive documents
- Ability to downgrade or upgrade and requirements change
- Increasing green initiatives and providing an eco-friendly print environment
- Phase out and disposition of existing desktop printers
- High speed scanning capabilities
  - Fleet compatibility with current operating systems (Windows 10 and Windows 11)
- Refresh technology as it advances
- Have on-site and remote technical support
- A coterminous contract where all equipment has the same expiration date regardless of when the equipment was delivered

B. Lease

Vendor shall provide leased devices that will successfully perform the necessary functions for daily business use. Leased devices that have repeated maintenance incidents due to continuous failures, defects and other non-user related issues are expected to be replaced with a model of exact technical specifications, without additional costs to UMCSN. All equipment, regardless of date of installation, shall have the same expiration date. This is for budget purposes and for ease of future transition of providers.

E. Maintenance

The Solution will include maintenance of all devices. Maintenance will include but may not be limited to consumables (excluding paper), parts, and labor as listed below.

1. Consumables

- a. Toner (Must meet specifications and quality standards of printer. Quality of print must meet or exceed the quality produced by OEM toners)
- b. Staples
- c. Drums
- d. Maintenance Kits
- e. Other consumable parts, excluding paper

2. Parts

- a. Fuser units
- b. Transfer kits
- c. Waste toner bottles
- d. Rollers

- e. Paper guides
- f. Paper tray & expanded paper trays
- g. Other miscellaneous parts

3. Labor

- a. Delivery of consumables and parts
- b. Installation of consumables and parts
- c. Disposal of consumables and parts
- d. Disposition and/or support of existing printer fleet
- e. Maintain adequate consumable inventory levels

F. Support

The Solution will include support of all devices, which shall include, but may not be limited to the following:

1. Project Management and Quality Assurance

- a. Vendor to provide a single point of contact for managing the entire MPS
- b. Vendor will have a qualified, quality assurance personnel monitor and assess each technician's performance to ensure effectiveness of troubleshooting, resolution time, communication, process adherence and documentation and quality of customer experience.
- c. Quality assurance personnel and/or Project Manager will meet with UMCSN, upon request.

2. Repair Services and Response Times

- a. Vendor will dispatch certified technicians same day if possible but no later than one (1) business day after receipt of call for service during regular business hours of Monday-Friday 8:00 am- 5:00 pm PST.
- b. All requests for service that are sent to the vendor by 12:00 pm shall be responded to the same day unless authorized otherwise by UMCSN. Device must be returned to service within 12 hours unless UMCSN authorizes extended time.
- c. Any request for service that is critical, as designated by UMCSN at the time of request for service, must be responded to within 2 hours and may be after regular business hours. Device must be returned to service within 4 hours unless UMCSN authorizes extended time.
- d. Printer Movement up-to one time a month at no-charge
- e. 24x7x365 emergency support for up to 75 named devices upon award located at main campus

3. Phone and Email Support

- a. Vendor will provide unlimited phone and email support during regular business hours of Monday- Friday 8:00 am-5:00 pm PST
- b. 24x7x365 emergency support for up to 75 named devices. Technician to be dispatched on-demand when contacted for emergency support.

4. Client Facing Web Based Portal, including:

- a. Number of audited devices by month, week and day
- b. Managed and non-managed devices on the network
- c. Color vs Mono devices
- d. Manufacture
- e. Model
- f. Serial number
- g. IP Address
- h. MAC Address

- i. Location of device
- j. Department liaison for device (provided by UMCSN)
- k. Identification of any restricted devices

5. Training

- a. In- depth training tailored to user roles, preferably provided virtually and on-demand, as needed.
- b. End-user training will be ongoing and can include any feature offered

6. Reporting Capabilities

- a. Provide reports automatically every month, and at any time upon request, to UMCSN within 5 days of closure of each month via email to UMCSN designated representative that will monitor the success of the MPS.
- b. Reporting capabilities to include:
  - Detailed billing/consumption by Bureau/Unit
  - Sort by color vs black and white prints by individual/unit/bureau
  - Number of calls per device
  - Consumable usage
  - Response times for resolutions
  - Part replacement and repair documentation
  - Itemized incidents with creation date, acknowledgement, response and resolution times
- c. Printer Fleet Assessment provided in Excel Format, upon request.

7. Security Requirements

- a. All scanned or photocopied images must be wiped (written over) after the job is complete. The wipe must be recorded in a log for verification and audit purposes.
- b. When a device is retired, replaced or otherwise removed from UMC locations, the hard drive must be wiped, a three pass over write is recommended (DOD- Level Data Wipe).
- c. Secure platform to print sensitive/confidential documents.

8. Performance Metrics

- a. Devices must have an uptime of 99% (excepting external damage).
- b. Monthly reporting of exceptions, extra costs, and trends in print services.

**EXHIBIT C**  
**2024-11**  
**INSURANCE REQUIREMENTS**

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

- B. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- C. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- D. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- E. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- F. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- G. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- H. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- I. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- J. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- K. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- L. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- M. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- O. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- Q. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: **Project** (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:  
  
University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME</b> <b>ADDRESS</b>	CONTACT NAME:	
	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER
	FAX (A/C No.):	BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
INSURER(S) AFFORDING COVERAGE		NAIC #
<b>INSURED</b> <b>2. //TYPE//S NAME</b> <b>ADDRESS</b> <b>PHONE &amp; FAX NUMBERS</b>	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**3. COMPANY'S  
BEST KEY  
RATING**

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
							GEN'L AGGREGATE LIMIT APPLIES PER:	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
							DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	X					WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Project**

## 9. CERTIFICATE HOLDER

## CANCELLATION

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

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

**10. AUTHORIZED REPRESENTATIVE**

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

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

CBE NUMBER AND CONTRACT NAME: Project

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1 (OPTIONAL)

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being duly sworn,  
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

- 1. I am a Sole Proprietor;
- 2. I will not use the services of any employees in the performance of this Agreement, identified as Comprehensive Print Management- RFP 2024-11;
- 3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

State of Nevada        )  
                                  )ss.  
County of Clark        )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_(name of person making statement).

Notary Signature

STAMP AND SEAL

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.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

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

1.

Subcontractor Name:N/A

Contact Person:Telephone Number:

Description of Work:

Estimated Percentage of Total Dollars:

Business Type:  MBE  WBE  PBE  SBE  NBE
2.

Subcontractor Name:

Contact Person:Telephone Number:

Description of Work:

Estimated Percentage of Total Dollars:

Business Type:  MBE  WBE  PBE  SBE  NBE
3.

Subcontractor Name:

Contact Person:Telephone Number:

Description of Work:

Estimated Percentage of Total Dollars:

Business Type:  MBE  WBE  PBE  SBE  NBE
4.

Subcontractor Name:

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

### 2024-11 Managed Print Services Business Associate Agreement

This Agreement is made effective the \_\_\_\_ of \_\_\_\_\_, 2025, 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 Advanced Imaging Solutions, 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:

By: \_\_\_\_\_  
Mason VanHouweling  
Title: CEO

BUSINESS ASSOCIATE:

DocuSigned by:  
  
By: \_\_\_\_\_  
ED0EE8BD667A476...  
Title: President

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

Date: 2/12/2025\_\_\_\_\_



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>			Advanced Imaging Solutions, Inc. (AIS)			
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>			3865 W Cheyenne Ave, Ste 505	<b>Website:</b> www.ais-now.com		
<b>City, State and Zip Code:</b>			North Las Vegas, NV 89032	<b>POC Name:</b> Dave Clark		
				<b>Email:</b> dclark@ais-now.com		
<b>Telephone No:</b>			855-448-4247	<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>			Same	<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

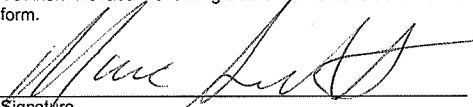
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Gary Harouff	President	37.02
Marc Surette	Shareholder	12.34
Gerry Tieri	Shareholder	12.34
		38.3 Company Owned

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	Marc Surette Print Name
Shareholder Title	12/2/2024 Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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**For UMC Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
February 19, 2025

Agenda Item #

**16**