UMC Audit and Finance Committee Meeting

Wednesday, September 20, 2023 - 2:00 p.m.

UMC Trauma Building - 5th Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
September 20, 2023 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)

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

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

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

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

1. Public Comment

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of August 23, 2023. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Receive the monthly financial report for August FY24; 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 Amendment Number Four to Provider Agreement with P3 Health Partners-Nevada, LLC for managed care services; and take action as deemed appropriate. *(For possible action)*

7. Review and recommend for approval by the Governing Board the Amendment Number Four to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, LLC for managed care services; or take action as deemed appropriate. *(For possible action)*

8. Review and recommend for approval by the Governing Board the CAPS IV Services Agreement with Central Admixture Pharmacy Services, Inc. for compounded sterile preparation services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board the Sub-Participating Addendum with AT&T Corp., for wireless communication services and equipment; authorize the Chief Executive Officer to execute any extension options or amendments; or take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the Agreement with MediQuant, LLC for archival software and services; authorize the Chief Executive Officer to execute future amendments; or take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Governing Board the Amendment A05 to Professional Services Agreement with Southern Nevada Health District for sub-recipient grant funding; or take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Governing Board the Amendment Two to Purchasing Agreement with Steris Corporation for Phase I of the surgical suite refresh project; authorize the Chief Executive Officer to exercise any future amendments within his delegated authority; or take action as deemed appropriate. *(For possible action)*

13. Review and recommend for approval by the Governing Board the Professional Services Agreement with Essential Associates Holdings, LLC for radiology clinical services; authorize the Chief Executive Officer to exercise renewal options within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

14. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fourth Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

15. 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
August 23, 2023

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

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:01 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:
Robyn Caspersen
Dr. Donald Mackay
Jeff Ellis (via WebEx)
Harry Hagerty (via WebEx)
Christian Haase (via WebEx)

Absent:

Mary Lynn Palenik (Excused)

Others Present:
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Shana Tello, Academic and External Affairs
Nate Stohl, Internal Auditor
Douglas Moser, Director of Materials Management
David Bustos, Director of Public Safety
Susan Pitz, General Counsel
Lia Allen, Assistant General Counsel - Contracts
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

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

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on July 19, 2023. *(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)*

Agenda Item 5 was amended to include the receipt of a quarterly update and presentation on the Façade construction project.

FINAL ACTION:

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Review the results of the audit of the Receiving Dock dated August 16, 2023; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- Receiving Dock Audit Letter

DISCUSSION:

Nate Stohl, Internal Auditor, provided a report on the audit recently performed of the Receiving Dock. The objective of the audit was to determine if the dock complied with existing policies and procedures. Report details including background, objectives, scope and methodology were discussed.

Testing found violations with receiving dock policies and procedures, insufficient camera coverage, and variances in inventory counts at the off-site warehouse. Auditor recommendations were to ensure adequacy of all items reported.

Douglas Moser, Materials Management Director and David Bustos, Public Safety director provided the management responses and action plans.

FINAL ACTION TAKEN:

None taken

ITEM NO. 5 Receive a report on the quarterly status of the Façade Project and review the results of the audit of the Façade Construction Project dated August 16, 2023; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:

- Façade Project Update
- Audit Letter

DISCUSSION:

Shana Tello, Academic and External Affairs Administrator provided a quarterly update on the status of the ReVitalize UMC (façade) project.

The discussion began with a review of the phasing plan by fiscal year. Efficiencies and availability of labor and materials may allow for an advanced completion schedule. A visual map of the schedule and site plan progress was shown, which included areas of completion by fiscal year. Clarification was given regarding the completion of construction and if it coincides with capital spend and costs incurred for FY24.

At this time, the project is 16% complete. The timeline presented showed breakdown of the monthly progress since the groundbreaking in April through August 2023. A breakdown of the capital expenditures per fiscal year was reviewed, as well as a list of the project challenges, impacts and unforeseen issues. Lastly, Ms. Tello provided a few examples of the risk mitigation and cost savings items that were identified.

Next, Nate Stohl provided a report on the audit recently performed of the project. The objective was to determine whether UMC complied with judgmentally selected key controls established as documented within the Revitalize project risk assessment profile performed by senior management. There were no findings. The scope of this audit was for one month. The next update will be provided to the Committee in November.

FINAL ACTION TAKEN:
None taken

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

DOCUMENTS SUBMITTED:
- FY24 July Financials

DISCUSSION:

Ms. Wakem updated the committee on the July FY24 financial results. This is the first month of the 2024 fiscal year.

The key indicators show admissions were right on budget.
AADC was 570, which was 14% below budget.
LOS was at 6.22 days. Hospital acuity was on budget 1.82 and Medicare was 2.0.
Inpatient surgeries were down 23%, primarily in general surgery. Outpatient surgeries were down 20.5%, primarily in OB, ENT and plastics.
There were 17 transplants and ER visits were up 2%. Approximately 22% of patients are being admitted. Quick cares were down 14.5% and primary cares

were down 34%. Telehealth visits were down 10%, ortho visits were on budget and deliveries were up 14.5%.

The trending stats were compared to the 12-month average. Admissions were up and AADC showed a significant drop. Length of stay was at 6.22. Inpatient surgeries were 21 below the 12-month average. Outpatient surgeries were on budget. Transplant cases and ER visits were above the 12-month average. Quick cares were approximately 4,000 below the 12-month average. Primary care was also down compared to the 12-month average by 1,171.

Inpatient payor mix trended shows commercial was down 1.4% and in the ED Medicaid dropped 3%, but showed an increase in Medicare and self-pay of over 1%.
Payor mix for inpatient surgeries showed a drop of 2% in commercial, Medicare dropped 1.32% and Medicaid was up 4.27%. Outpatient surgeries showed a drop in commercial by 1% and Medicare was up 1.3%.

Net patient revenue was down approximately $4.7 million from budget. There was a pickup of approximately $3 million in supplemental payments. Other revenue was $1.5 million above budget, $1.8 million was related to 340B catchup. Other operating expense was favorable to budget. Income from ops landed at $5.2 million on a budget of $4.3 million.

The income statement trended was shown as informational.

July salaries, wages and benefits showed labor $1.9 million favorable to budget. She noted that the rate for the PERS contribution is going up from 29.75% to 33.5%. SWB per APD was unfavorable due to the retention bonus paid to employees, which hit in July. AEPOB was 6.49.

Salaries, wages and benefits trended was in reviewed. Overtime was good, slightly below the 12-month average. Contract labor dropped significantly. Overtime as a percent of productive was 2.97%.

All other expenses for the month was below budget $1.8 million. Supplies was the biggest driver due to the drop in surgeries.

Financial indicators for July was next reviewed. Probability was in the green. Labor and liquidity was in the red. Day's cash on hand is at 40.7 days. We are awaiting outstanding supplemental payments, which has been discussed state. The cash collection goal was in the green. Point of service collection goal was not achieved due to the drop in surgeries.

Cash flow for the month was discussed. A lengthy discussion ensued regarding the internally designated cash balance and the outstanding federal supplemental payments. The Committee would like to see the true aging of the payor balance of supplemental payments from the state and an allocation of the funds.

Member Ellis asked if it would be possible to get an advance of the funds from the state. Ms. Wakem responded that this is an option, but UMC is not ready

to exercise this option at this time. The Committee suggested setting an action plan and setting goals regarding a request for advance in funding.

Ms. Wakem will provide a monthly report regarding the aging of the supplemental payment program by year and by program, including the new directed payment program.

Lastly, the balance sheet was shown.

FINAL ACTION TAKEN:
None taken

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

DISCUSSION:

Ms. Wakem updated the on the Committee on the S-10 Cost Report audit on the cash report. The finance team completed the FY2022 audit in July and there were no adjustments.

Ms. Wakem next shared the status of the CMS initiatives regarding a review of discrepancies that occur when multiple hospitals claim the same Resident for the same time. Reviews will begin soon and if errors are found, this could impact reimbursement.

Medicaid DSH cuts are scheduled to be implemented on October 1, 2023, unless action is taken to delay the proposed cuts. The restructure of the DHS opt out will likely not impact UMC.

FINAL ACTION TAKEN:
None taken

ITEM NO. 8 Review and recommend for approval by the Governing Board the Hospital Services Agreement with Health Direct Partners for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Hospital Services Agreement
- Disclosure of Ownership

DISCUSSION:

This is a new organization in Nevada targeting self-funded employer groups. This is a reduced exclusive network, offering 3 different tiers of healthcare access to UMC and its urgent care facilities. The vendor has the potential to have 15K covered lives once the network is validated and confirmed.

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. 9 Review and recommend for approval by the Governing Board the Master Agreement for Revenue Recovery Services with Cloudmed Solutions, LLC; authorize the Chief Executive Officer to exercise any extension options and execute future amendments and Statements of Work within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Master Agreement

DISCUSSION:

This is a new agreement for remote revenue recovery review. The vendor will provide multiple services, including review of bad claims and identifying missed opportunities. This is paid on contingency, based on amount of bad debt recovery. This is a 3-year agreement with two 1-year options to renew and a 90-day out clause after the initial term.

The vendor will review bad claims and identify missed opportunities. This is a 3-year term agreement with a 2-year option without cost.

FINAL ACTION TAKEN:

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

ITEM NO. 10 Review and recommend for approval by the Governing Board the Agreement with Optiv Security, Inc. for Check Point Software and Support; authorize the Chief Executive Officer to execute future Service Orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Quote

DISCUSSION:

This is a new agreement with the vendor to provide security services including threat prevention, firewall, security management, etc. This is a 3-year term and termination at any time with 30-days' notice.

FINAL ACTION TAKEN:

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

ITEM NO. 11 Review and recommend for approval by the Governing Board the Amendment 1 to Medical Transport and Case Management Agreement with Sky Nurses, LLC; authorize the Chief Executive Officer to exercise any extension options and execute future amendments within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Medical Transport Case Management - Amendment 1

DISCUSSION:

UMC has previously entered into an agreement with Sky Nurses to provide consented patient medical transport. This amendment is a request for additional funding and the agreement terms remain the same. The agreement may be terminated with 30-day notice.

FINAL ACTION TAKEN:

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

ITEM NO. 12 Discuss FY23 CEO/Organizational Performance Goals as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- FY23 Goals

DISCUSSION:

Ms. Wakem reminded the Committee of the goals set for FY23.

1. Exceed fiscal year budgeted income from operations plus depreciation and amortization.

   This goal was met. UMC was approximately $2 million above budget. An additional $3.7 million was booked in period 13; there are still outstanding adjustments to be entered. Ms. Wakem shared some of the adjustments that were added and some of the items that have not come through as of yet. The Committee was reminded of some of the challenges that the team overcame to meet this goal.

2. Improve labor utilization with a target of SWB per APD of $2,156, Adjusted EPOB of 5.95.

This goal was met in both instances.

3. Improve ALOS with a target of 5.77 days.

   This goal was met. Ms. Wakem provided a variable breakdown of the volume by fiscal year, discharges and outliers, which is any patient that stayed at UMC for more than 30-days. A comparison of actions to improve the ALOS and volume were shown. The purpose of the slide was to show that the controllable discharges dropped by 5.6%.

   Member Hagerty commented that there was a reduction, but not at the magnitude of reduction that was expected. Mr. Marinello responded that improve was added to this goal because of the challenges involved to reach 5.77.

   Chair Caspersen suggested coming back to discuss this goal.

   Member Ellis commented that there was no qualifier included in meeting this goal and the results are what they are.

   Ms. Wakem asked the committee to consider the deliberate actions that were taken and the work the team did to reach this goal. She listed some of the actions taken to improve the length of stay.

4. Complete capital spending on time and on budget for FY20, FY21 & FY22.

   This team feels this goal was met. A chart was shown of the projects in process by fiscal year. There were a total 199 projects in process in 2022 and this was down to 14 projects in 2023. She next showed a slide of the status of the remaining projects, most of which are in the green; on time and on budget. Only one project was in the red and was stopped prematurely due to challenges with the scope of the project and is being restructured.

   Member Hagerty asked about the funds allocated for 2022. Mr. Marinello responded that the projects are on time and on budget and being paid when the project is complete successfully. A lengthy discussion continued regarding the time frame of when projects are started and when the capital dollars are being spent.

   Mr. Hagerty commented that once the projects get approved, we need to be quicker in getting the projects going and the capital dollars spent. We need to encourage different behavior in starting the process.

   Chair Caspersen stated that it continues to be a struggle in putting the capital to work, but acknowledged that progress has been made.

   After discussion, the Committee decided the following:

Chair Caspersen said that the first 2 goals have been met. The last 2 goals were not met. She proposed 85% of the goals met. There was a substantial amount of progress.

Member Hagerty proposed 70%. He continued that length of stay was missed entirely and gave credit for the capital goal.

Member Ellis agrees with Member Hagerty with his assessment of the goals and falls at the mid-point at 80%. He added that the overall performance this year was exceptional.

Member Mackay commented that he would be more inclined to agree with the 85% award.

After much consideration, Committee agreed to award an 80% achievement level for the goals.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to make a recommendation to the Human Resources and Executive Compensation Committee to award 80% achievement of the FY23 CEO/Organizational Performance goals. Motion carried by unanimous vote.

ITEM NO. 13 Discuss and establish the FY24 CEO/Organizational Performance Goals as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- FY24 Organizational Goals

DISCUSSION:

Ms. Wakem reviewed the proposed goals for FY24.

1. Exceed fiscal year budgeted income from operations plus depreciation and amortization.

   The actuals were presented. The budget for FY24 is $61.8 million. Ms. Wakem commented to the board that the Radiology employment was not included in the FY24 budget and asked if there could be normalization of this next year.

   Member Ellis commented that he would like to review the overall labor costs of anesthesia, orthopedics and radiology.

   Chair Caspersen asked for clarification with regards the normalization of the goal. Mr. Marinello responded that the team does not know the impact

of the radiology service line and the team would like the understanding if there was a miss of the goal.

The Committee agrees that they would review an adjustment of the target.

2. Meet or exceed budgeted SWB per APD of $2,359 or adjusted EPOB of 5.72

   There was a discussion regarding whether this will increase professional fees and is this the new normal.

   The Committee asked if there was any way of looking at contract labor as a goal. Ms. Wakem said that it could be a consideration, but it is something that should be managed already. There was continued discussion regarding the target number in this goal category.

   After much discussion, the Committee agreed to table this goal. The team can focus on what SWB is as an organization, rather than focusing on it as a goal.

3. Improve discharged to home ALOS with a target of 4.61 days

   Ms. Wakem stated that this would be a 5% improvement on where we are today.

   Chair Caspersen suggested that the goal change to just have a target targeted improvement rather than to just improve the LOS.

   The Committee suggested setting a target of 4.5 days.

4. Façade project on time and on budget.

   A pie chart was shown of the phasing plan of the façade project by fiscal year. Ms. Wakem added that the spend be tracked by the completed descriptions in the phasing plans.

   Ms. Tello had concern if there was an unforeseen condition and if there would be an allowance.

At this time the Committee established the goals for FY24 which are as follows:

1. Exceed fiscal year budgeted income from operations plus depreciation and amortization.

2. 4.5 day target for discharged to home ALOS

3. Phase 1 & Phase II of the façade project completed on time and on budget

FINAL ACTION TAKEN:

A motion was made by Member Mackay to make a recommendation to the Human Resources and Executive Compensation Committee of the FY24 CEO/Organizational Performance goals. 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)*

None

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

COMMENTS BY THE GENERAL PUBLIC: None
SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 4:42 pm., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

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

Issue:	**Monthly Financial Reports for August FY24**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Governing Board Audit and Finance Committee receive the monthly financial report for August FY24; and direct staff accordingly.** ***(For possible action)***		

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for August FY24 for the committee's review and direction.

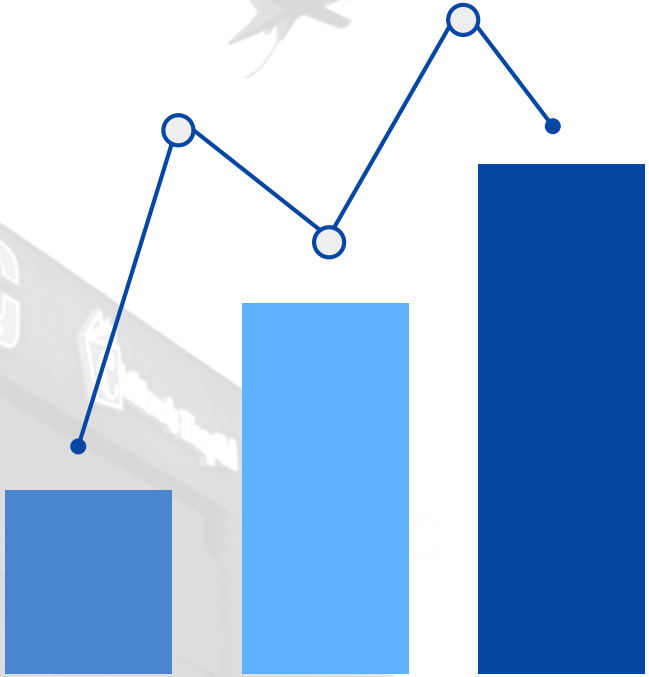
Cleared for Agenda
September 20, 2023

Agenda Item #

4

August 2023 Financials

AFC Meeting



KEY INDICATORS-AUG

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	18,028	21,723	(17.01%)	21,128	(3,100)	(14.67%)
Total Admissions	2,000	2,047	(2.30%)	1,914	86	4.49%
Observation Cases	933	956	(2.41%)	956	(23)	(2.41%)
AADC (Hospital)	553	667	(17.05%)	656	(103)	(15.63%)
ALOS (Admits)	5.96	7.08	(15.85%)	7.05	(1.09)	(15.46%)
ALOS (Obs)	1.15	1.13	1.99%	1.13	0.02	1.99%
Hospital CMI	1.78	1.84	(3.27%)	1.84	(0.07)	(3.27%)
Medicare CMI	2.09	1.97	6.09%	1.97	-	6.09%
IP Surgery Cases	807	911	(11.43%)	811	(4)	(0.49%)
OP Surgery Cases	571	578	(1.25%)	524	47	8.97%
Transplants	14	12	16.67%	12	2	16.67%
Total ER Visits	9,231	10,023	(7.90%)	9,728	(497)	(5.11%)
ED to Admission	11.89%	-	-	10.27%	1.63%	-
ED to Observation	10.75%	-	-	11.14%	(0.40%)	-
ED to Adm/Obs	22.64%	-	-	21.41%	1.23%	-
Quick Cares	17,151	19,459	(11.86%)	17,119	33	0.19%
Primary Care	7,075	9,356	(24.38%)	6,942	133	1.92%
UMC Telehealth - QC	432	356	21.30%	335	97	28.96%
OP Ortho Clinic	1,380	1,276	8.17%	-	1,380	100.00%
Deliveries	157	130	20.50%	129	28	21.71%

TRENDING STATS

	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	12-Mo Avg	Var
APDs	21,128	19,865	20,116	19,867	20,965	20,213	19,156	21,367	19,400	20,184	18,603	18,390	18,028	19,938	(1,910)
Total Admissions	1,914	1,864	1,997	1,974	2,006	1,999	1,842	2,008	1,951	2,045	1,955	2,017	2,000	1,964	36
Observation Cases	956	839	920	806	763	804	677	602	810	804	775	841	933	800	133
AADC (Hospital)	656	638	621	635	644	624	621	654	628	623	591	570	553	625	(72)
ALOS (Adm)	7.05	7.70	7.10	6.41	7.33	7.12	6.97	7.11	7.10	6.16	6.56	6.22	5.96	6.90	(0.94)
ALOS (Obs)	1.13	1.08	1.03	1.02	0.93	0.97	0.99	1.01	1.06	1.10	1.03	1.08	1.15	1.04	0.12
Hospital CMI	1.84	1.91	1.73	1.82	1.90	1.79	1.81	1.90	1.84	1.85	1.84	1.82	1.78	1.84	(0.06)
Medicare CMI	1.97	2.18	1.82	1.94	1.88	1.89	1.91	1.97	1.81	1.86	1.92	2.00	2.09	1.93	0.17
IP Surgery Cases	811	786	800	717	742	742	745	836	814	814	736	763	807	776	32
OP Surgery Cases	524	426	383	351	368	376	386	471	434	478	440	422	571	422	149
Transplants	12	12	11	11	8	16	11	16	14	13	13	17	14	13	1
Total ER Visits	9,728	9,183	9,844	9,875	9,764	8,991	8,662	9,721	9,532	9,647	9,118	9,505	9,231	9,464	(233)
ED to Admission	10.27%	11.29%	11.01%	11.06%	11.61%	11.36%	11.49%	11.53%	11.40%	11.68%	11.88%	11.58%	11.89%	11.35%	0.55%
ED to Observation	11.14%	10.52%	10.66%	9.05%	9.35%	11.10%	10.14%	9.49%	10.14%	9.96%	9.60%	10.38%	10.75%	10.13%	0.62%
ED to Adm/Obs	21.41%	21.81%	21.67%	20.11%	20.96%	22.46%	21.62%	21.03%	21.55%	21.64%	21.47%	21.97%	22.64%	21.48%	1.17%
Quick Care	17,119	15,811	16,971	20,344	20,786	18,744	17,859	20,910	19,463	19,502	17,230	16,023	17,151	18,397	(1,246)
Primary Care	6,942	6,780	6,670	6,407	5,740	6,842	6,589	6,458	5,875	6,934	6,523	5,286	7,075	6,421	655
UMC Telehealth - QC	335	313	450	667	729	526	474	542	509	433	382	433	432	483	(51)
OP Ortho Clinic	-	-	-	665	658	1,431	1,234	1,722	1,564	1,514	1,572	1,286	1,380	971	410
Deliveries	129	129	133	142	137	137	116	120	101	92	136	140	157	126	31

Payor Mix Trend

IP- Payor Mix 12 Mo Aug- 23

Fin Class	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	12-Mo Avg	Aug to Avg Var
Commercial	18.65%	17.25%	17.86%	16.03%	15.28%	16.69%	15.57%	18.38%	16.91%	17.44%	17.62%	15.62%	16.90%	16.94%	(0.04%)
Government	4.27%	4.12%	4.63%	3.26%	3.70%	3.08%	4.00%	4.35%	3.97%	4.11%	3.54%	4.56%	4.43%	3.97%	0.46%
Medicaid	45.23%	44.63%	43.43%	44.29%	43.28%	43.39%	43.29%	43.43%	43.82%	41.23%	43.45%	44.61%	41.85%	43.67%	(1.82%)
Medicare	26.69%	27.74%	28.96%	31.19%	32.57%	31.48%	32.12%	29.21%	31.18%	32.49%	29.37%	30.74%	31.36%	30.31%	1.05%
Self Pay	5.16%	6.26%	5.12%	5.23%	5.17%	5.36%	5.02%	4.63%	4.12%	4.73%	6.02%	4.47%	5.46%	5.11%	0.35%

ED- Payor Mix 12 Mo Aug- 23

Fin Class	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	12-Mo Avg	Aug to Avg Var
Commercial	18.02%	18.07%	17.92%	16.36%	16.66%	17.90%	17.17%	17.99%	16.58%	17.24%	17.32%	17.09%	17.59%	17.36%	0.23%
Government	3.99%	4.05%	4.10%	3.56%	3.67%	3.67%	3.96%	4.56%	3.84%	4.44%	4.32%	4.89%	4.69%	4.09%	0.60%
Medicaid	52.87%	51.20%	51.95%	54.76%	53.46%	51.71%	53.33%	52.97%	53.70%	52.05%	49.77%	49.57%	50.07%	52.28%	(2.21%)
Medicare	13.25%	13.79%	14.23%	13.53%	14.34%	14.96%	15.19%	13.97%	14.67%	15.00%	15.65%	15.56%	16.16%	14.51%	1.65%
Self Pay	11.87%	12.89%	11.80%	11.79%	11.87%	11.76%	10.35%	10.51%	11.21%	11.27%	12.94%	12.89%	11.49%	11.76%	(0.27%)

Payor Mix Trend

Surg IP- Payor Mix 12 Mo Aug- 23

Surg IP	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	12-Mo Avg	Aug to Avg Var
Commercial	23.80%	23.41%	20.70%	20.89%	20.56%	20.16%	20.27%	22.61%	20.76%	22.11%	21.13%	19.27%	22.30%	21.31%	0.99%
Government	7.77%	5.09%	6.48%	5.43%	6.32%	4.44%	6.80%	6.58%	6.51%	5.65%	5.42%	6.29%	5.45%	6.07%	(0.62%)
Medicaid	35.38%	36.89%	33.92%	38.58%	38.85%	37.63%	37.87%	36.95%	38.45%	36.12%	42.28%	41.80%	36.06%	37.89%	(1.83%)
Medicare	27.87%	28.12%	32.79%	30.50%	28.09%	32.12%	30.13%	29.19%	29.49%	30.59%	26.29%	28.05%	32.60%	29.44%	3.16%
Self Pay	5.18%	6.49%	6.11%	4.60%	6.18%	5.65%	4.93%	4.67%	4.79%	5.53%	4.88%	4.59%	3.59%	5.30%	(1.71%)

Surg OP- Payor Mix 12 Mo Aug- 23

Surg OP	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	12-Mo Avg	Aug to Avg Var
Commercial	32.76%	33.80%	33.68%	28.21%	36.14%	26.06%	26.17%	24.63%	29.95%	31.80%	33.40%	29.86%	34.15%	30.54%	3.61%
Government	6.67%	8.22%	6.27%	5.70%	5.43%	5.85%	7.77%	7.01%	7.37%	9.00%	8.64%	6.64%	9.11%	7.05%	2.06%
Medicaid	36.57%	36.85%	36.81%	42.17%	32.61%	42.82%	39.12%	42.24%	35.25%	36.40%	34.55%	38.38%	33.10%	37.81%	(4.71%)
Medicare	21.52%	17.84%	20.37%	20.51%	21.74%	23.14%	25.90%	24.42%	24.19%	20.92%	22.73%	22.99%	19.96%	22.19%	(2.23%)
Self Pay	2.48%	3.29%	2.87%	3.41%	4.08%	2.13%	1.04%	1.70%	3.24%	1.88%	0.68%	2.13%	3.68%	2.41%	1.27%

SUMMARY INCOME STATEMENT AUG

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$401,380,537	$461,690,876	($60,310,339)	(13.06%)	
Net Patient Revenue	$72,306,904	$78,670,361	($6,363,457)	(8.09%)	
Other Revenue	$3,723,137	$3,537,489	$185,648	5.25%	
Total Operating Revenue	**$76,030,041**	**$82,207,850**	**($6,177,809)**	**(7.51%)**	
Net Patient Revenue as a % of Gross	18.01%	17.04%	0.97%	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$75,588,903**	**$80,868,149**	**($5,279,246)**	**(6.53%)**	

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**$441,139**	**$1,339,701**	**($898,562)**	**(67.07%)**	
Add back: Depr & Amort.	$3,917,574	$3,408,873	$508,701	14.92%	
Tot Inc from Ops plus Depr & Amort.	**$4,358,713**	**$4,748,575**	**($389,862)**	**(8.21%)**	
Operating Margin (w/Depr & Amort.)	**5.73%**	**5.78%**	**(0.04%)**	**-**	

SUMMARY INCOME STATEMENT YTD AUG

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$776,511,064	$901,256,382	($124,745,318)	(13.84%)	
Net Patient Revenue	$146,245,806	$157,354,696	($11,108,890)	(7.06%)	
Other Revenue	$8,828,369	$7,072,600	$1,755,770	24.82%	
Total Operating Revenue	**$155,074,175**	**$164,427,295**	**($9,353,120)**	**(5.69%)**	
Net Patient Revenue as a % of Gross	18.83%	17.46%	1.37%	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$153,146,857**	**$162,201,187**	**($9,054,330)**	**(5.58%)**	

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**$1,927,318**	**$2,226,108**	**($298,790)**	**(13.42%)**	
Add back: Depr & Amort.	$7,669,298	$6,805,040	$864,259	12.70%	
Tot Inc from Ops plus Depr & Amort.	**$9,596,616**	**$9,031,148**	**$565,468**	**6.26%**	
Operating Margin (w/Depr & Amort.)	**6.19%**	**5.49%**	**0.70%**	-	

SUMMARY INCOME STATEMENT TREND

REVENUE	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	12-Mo Avg	Aug to Avg Var
Total Gross Patient Revenue	$374,965	$353,902	$357,810	$353,064	$369,393	$359,307	$347,996	$401,766	$373,152	$389,558	$369,657	$375,131	$401,381	$368,808	$32,572
Net Patient Revenue	$66,003	$64,304	$63,577	$65,144	$65,505	$69,348	$69,080	$77,823	$72,544	$74,986	$71,836	$73,939	$72,307	$69,507	$2,799
Other Revenue	$2,177	$2,581	$4,113	$2,099	$7,116	$2,462	$3,210	$2,559	$3,154	$3,822	$3,772	$5,105	$3,723	$3,514	$209
Total Operating Revenue	**$68,180**	**$66,885**	**$67,690**	**$67,244**	**$72,621**	**$71,810**	**$72,291**	**$80,382**	**$75,699**	**$78,808**	**$75,607**	**$79,044**	**$76,030**	**$73,022**	**$3,008**
Net Patient Revenue as a % of Gross	17.60%	18.17%	17.77%	18.45%	17.73%	19.30%	19.85%	19.37%	19.44%	19.25%	19.43%	19.71%	18.01%	18.84%	(0.83%)

EXPENSE	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	12-Mo Avg	Aug to Avg Var
Salaries, Wages and Benefits	$39,837	$39,487	$41,427	$40,375	$42,921	$42,637	$43,764	$47,120	$46,002	$46,511	$44,902	$49,645	$46,595	$43,719	$2,876
Supplies	$11,569	$12,110	$12,085	$12,293	$15,052	$13,377	$11,336	$14,367	$12,810	$13,142	$14,540	$13,216	$13,699	$12,991	$708
Other	$15,240	$15,892	$16,152	$15,764	$16,390	$17,222	$14,440	$15,180	$15,911	$16,124	$14,467	$14,697	$15,295	$15,623	($329)
Total Operating Expense	**$66,645**	**$67,490**	**$69,664**	**$68,432**	**$74,363**	**$73,237**	**$69,541**	**$76,666**	**$74,722**	**$75,778**	**$73,909**	**$77,558**	**$75,589**	**$72,334**	**$3,255**

INCOME FROM OPS	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	12-Mo Avg	Aug to Avg Var
Total Inc from Ops	**$1,535**	**($605)**	**($1,974)**	**($1,188)**	**($1,742)**	**($1,427)**	**$2,750**	**$3,716**	**$976**	**$3,031**	**$1,698**	**$1,486**	**$441**	**$688**	**($247)**
Add back: Depr & Amort.	$2,819	$2,802	$2,811	$2,811	$3,287	$3,231	$2,904	$2,956	$2,953	$2,965	$3,732	$3,752	$3,918	$3,085	$832
Tot Inc from Ops plus Depr & Amort.	**$4,354**	**$2,196**	**$837**	**$1,623**	**$1,545**	**$1,804**	**$5,653**	**$6,671**	**$3,930**	**$5,996**	**$5,430**	**$5,238**	**$4,359**	**$3,773**	**$586**
Operating Margin (w/Depr & Amort.)	**6.39%**	**3.28%**	**1.24%**	**2.41%**	**2.13%**	**2.51%**	**7.82%**	**8.30%**	**5.19%**	**7.61%**	**7.18%**	**6.63%**	**5.73%**	**5.17%**	**0.57%**

SALARY & BENEFIT EXPENSE AUG

	Actual	Budget	Variance	% Variance	
Salaries	$30,216,762	$32,863,140	($2,646,379)	(8.05%)	
Benefits	$14,914,837	$15,555,326	($640,489)	(4.12%)	
Overtime	$829,708	$1,015,933	($186,226)	(18.33%)	
Contract Labor	$633,655	$957,385	($323,731)	(33.81%)	
TOTAL	$46,594,961	$50,391,785	($3,796,824)	(7.53%)	
Paid FTEs	3,788	3,998	(210)	(5.26%)	
SWB per FTE	$12,300	$12,603	($303)	(2.41%)	
SWB/APD	$2,585	$2,320	$265	11.41%	
SWB % of Net	64.44%	64.05%	-	0.39%	
AEPOB	6.51	5.71	0.81	14.16%	

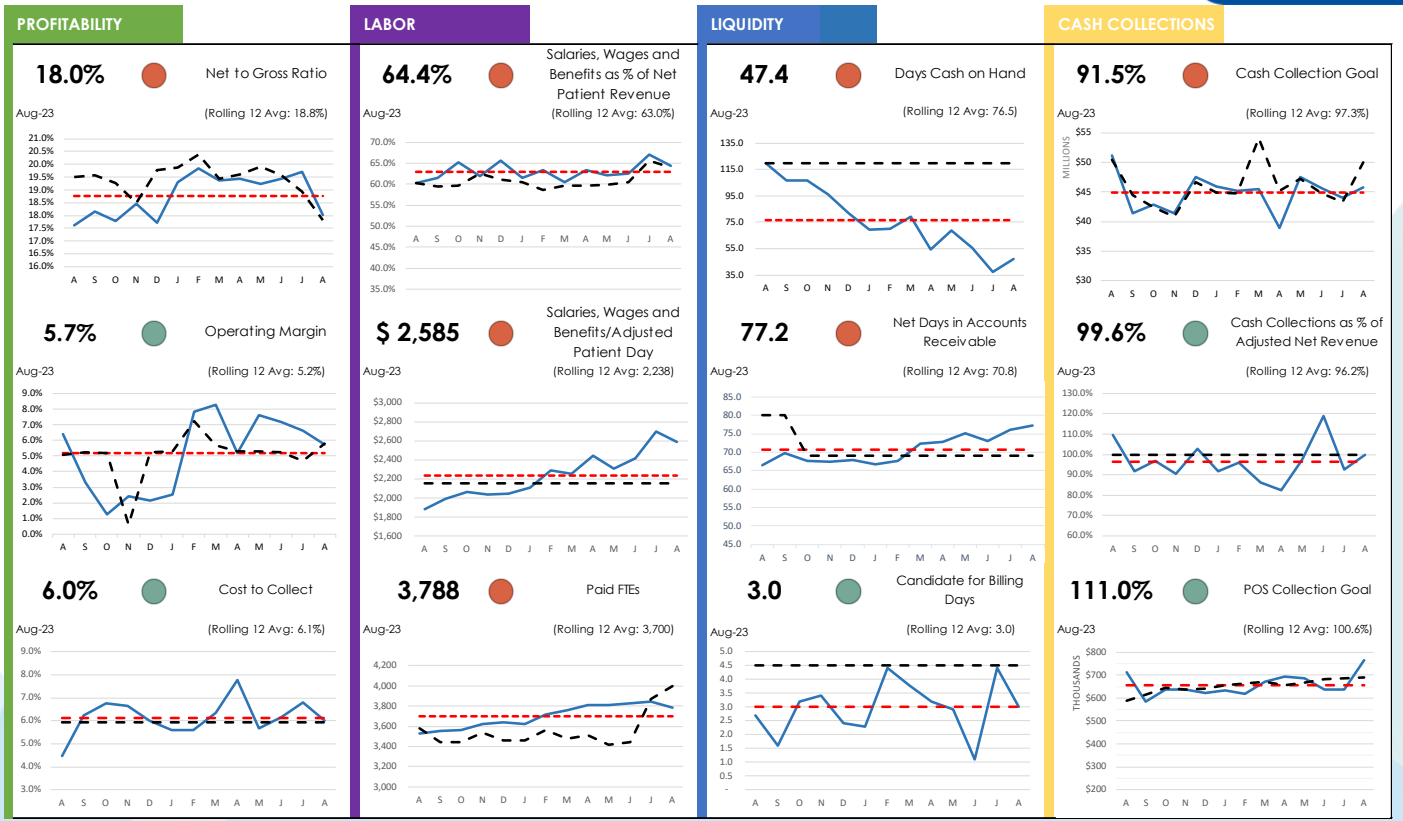
SALARY & BENEFIT EXPENSE TREND

SALARY & BENEFIT EXPENSE	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	12-Mo Avg	Aug to Avg Var
Salaries	$26,013	$25,194	$27,845	$26,358	$28,230	$27,978	$26,094	$28,739	$29,150	$29,583	$28,388	$33,875	$30,217	$28,121	$2,096
Benefits	$11,886	$12,359	$11,626	$12,009	$12,385	$12,426	$11,525	$12,671	$12,743	$12,670	$12,982	$13,781	$14,915	$12,422	$2,493
Overtime	$1,106	$1,012	$961	$1,128	$1,116	$936	$813	$1,277	$1,228	$1,286	$1,112	$1,030	$830	$1,084	($254)
Contract Labor	$832	$922	$995	$880	$1,191	$1,298	$5,332	$4,432	$2,881	$2,971	$2,420	$958	$634	$2,093	($1,459)
Nursing	$483	$555	$571	$522	$704	$877	$1,171	$1,287	$1,066	$724	$377	$273	$183	$718	($535)
Physician	$0	$0	$0	$0	$0	$0	$3,721	$2,656	$1,252	$1,707	$1,097	$152	$25	$1,764	($1,739)
Other	$348	$366	$423	$358	$487	$421	$441	$490	$563	$540	$947	$533	$425	$493	($68)
TOTAL	**$39,837**	**$39,487**	**$41,427**	**$40,375**	**$42,921**	**$42,637**	**$43,764**	**$47,120**	**$46,002**	**$46,511**	**$44,902**	**$49,645**	**$46,595**	**$43,719**	**$2,876**
Paid FTE	3,536	3,553	3,570	3,630	3,625	3,623	3,715	3,762	3,813	3,810	3,831	3,847	3,788	3,693	95
SWB per FTE	$11,267	$11,114	$11,604	$11,121	$11,840	$11,769	$11,781	$12,525	$12,063	$12,207	$11,722	$12,904	$12,300	$11,826	$474
SWB/APD	$1,885	$1,988	$2,059	$2,032	$2,047	$2,109	$2,285	$2,205	$2,371	$2,304	$2,414	$2,700	$2,585	$2,200	$385
SWB % of Net	**60.36%**	**61.41%**	**65.16%**	**61.98%**	**65.52%**	**61.48%**	**63.35%**	**60.55%**	**63.41%**	**62.03%**	**62.51%**	**67.14%**	**64.44%**	**62.91%**	**1.53%**
OT % of Productive	**3.63%**	**3.25%**	**3.29%**	**3.72%**	**3.44%**	**3.15%**	**2.98%**	**3.68%**	**3.74%**	**3.76%**	**3.57%**	**2.97%**	**2.47%**	**3.43%**	**(0.97%)**
AEPOB	**5.19**	**5.37**	**5.50**	**5.48**	**5.36**	**5.56**	**5.43**	**5.46**	**5.90**	**5.85**	**6.18**	**6.49**	**6.51**	**5.65**	**0.87**

EXPENSES AUG

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,956,887	$3,066,553	($109,665)	(3.58%)	
Supplies	$13,699,304	$14,725,483	($1,026,178)	(6.97%)	
Purchased Services	$5,529,605	$6,102,143	($572,538)	(9.38%)	
Depreciation	$2,453,750	$2,393,627	$60,123	2.51%	
Amortization	$1,463,824	$1,015,246	$448,577	44.18%	
Repairs & Maintenance	$927,713	$1,014,697	($86,984)	(8.57%)	
Utilities	$912,283	$824,321	$87,962	10.67%	
Other Expenses	$955,437	$1,074,295	($118,858)	(11.06%)	
Rental	$95,138	$260,000	($164,862)	(63.41%)	
Total Other Expenses	**$28,993,941**	**$30,476,364**	**($1,482,422)**	**(4.86%)**	

KEY FINANCIAL INDICATORS AUG



FY24 CASH FLOW

	August 2023	July 2023	June 2023	YTD of FY2024
Operating Activities				
Cash received from patients and payors	94,014,321	45,224,502	62,202,112	139,238,824
Cash paid to vendors	(35,464,017)	(32,431,981)	(33,514,152)	(67,895,998)
Cash paid to employees	(38,320,634)	(47,101,249)	(46,670,884)	(85,421,883)
Other operating receipts/(disbursements)	1,740,447	5,105,232	3,500,714	6,845,679
Net cash provided by/(used in) operations	21,970,117	(29,203,495)	(14,482,210)	(7,233,378)
Investing Activities				
Purchase of property and equipment, net	(5,263,060)	(4,996,577)	(5,978,332)	(10,259,638)
Interest received	5,565,457	1,334	(4,530,182)	5,566,791
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	1,561,978	19,748,991	9,331,104	21,310,969
Net cash provided by/(used in) investing activities	1,864,375	14,753,748	(1,177,410)	16,618,122
Financing Activities				
From/(to) Clark County	-	-	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	-
Interest paid	-	-	-	-
Other	-	-	(138)	-
Net cash provided by/(used in) financing activities	-	-	(138)	-
Increase/(decrease) in cash	23,834,492	(14,449,748)	(15,659,757)	9,384,744
Cash beginning of period	20,401,321	34,851,069	50,510,826	34,851,069
Cash end of period	44,235,813	20,401,321	34,851,069	44,235,813
Unrestricted cash	44,235,813	20,401,321	34,851,069	44,235,813
Cash restricted by donor	3,813,356	3,665,424	3,728,053	3,813,356
Internally designated cash	57,892,531	59,454,510	79,203,500	57,892,531

FY24BALANCE SHEET HIGHLIGHTS

	Aug 2023	July 2023	June 2023
CASH			
Unrestricted	$ 44.2	$ 20.4	$ 34.9
Restricted by donor	3.8	3.7	3.7
Internally designated	57.9	59.5	79.2
	$ 105.9	$ 83.6	$ 117.8
NET WORKING CAPITAL	$ 275.4	$ 271.2	$ 251.9
NET PP&E	$ 217.3	$ 213.9	$ 213.9
LONG-TERM DEBT	$ -	$ -	$ -
NET PENSION LIABILITY	$ 630.4	$ 630.4	$ 630.4
NET POSITION	$ (198.3)	$ (204.0)	$ (205.2)

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

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

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
September 20, 2023

Agenda Item #

5

Agreements with a P&L Impact												
Item #	**Bid/RFP# or CBE**	**Vendor on GPO?**	**Contract Name**	**New Contract/ Amendment/Exercise Option/Change Order**	**Are Terms/Conditions the Same?**	**This Contract Term**	**Out Clause**	**Contract Value**	**Capital/Maintenance and Support**	**Savings/Cost Increase**	**Requesting Department**	**Description/Comments**
8	NRS 332.115(4)	No	Central Admixture Pharmacy Services, Inc.	New Contract	N/A	53 Months	60 days w/o cause	Base Agreement NTE $5,000,000	None	Increase Est. $300,000 annually	Pharmacy	Provide outsourced compounded sterile preparation services i.e., 503A (patient-specific prescriptions) and 503B (anticipatory/large batch IV prescriptions) compounding products. Continuation of services with CAPS is necessary as they have the requisite equipment and manpower to safely compound these parenteral nutritions offsite in order for UMC to provide better patient care. Therefore, utilizing CAPS is a safer and more efficient alternative.
9	NRS 332.115(1)(s)	No	AT&T Corp.	New Contract	N/A	3 Years	Budget Fiscal Fund Out	Base Agreement $672,084.00	None	None	Information Technology	Sub-Participating Addendum under NASPO Valuempoint Agreement with State of Nevada providing wireless communicaitons services and equipment across the entity.
10	NRS 332.115(1)(h)	No	MediQuant	New Contract	N/A	3 Years	Budget Act and Fiscal Fund Out	Base Agreement NTE $1,029,850.00	None	None	Information Technology	Data Archiving serviecs supporting payroll and accounts receivable data. Three year base agreement with two (2) one (1) year options UMC may exercise.
12	NRS 450.525 NRS 450.530	Yes	Steris	Amendment	Yes	1 Year	Budget Act and Fiscal Fund Out	Base Agreement NTE $2,334,830.72 Amendment 1 NTE $131,042.67 Amendment 2 NTE $519,942.74 Cumulative Total NTE $2,985,816.13	$482,612.04	None	OR	Approve Amendment Two for the Surgical Suite Renovation OR 12, OR 14 and Endo Room 1 to ensure the current Fire Safety Standards are met.
13	NRS 332.115(1)(b)	No	Essential Associates Holdings, LLC	New Contract	N/A	3 Years with 2 1-Year Renewals	180 Days w/o cause after the first year	Estimated $2,616,912/year; $13,084,560 for initial term plus renewal years (estimated)	None	None	Executive Office	This is a new agreement with Essential Associates Holdings, LLC for their Member Physicians to perform teleradiology services for UMC. This agreement is needed as UMC's current radiology provider will no longer be providing services as of November 30, 2023.

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	332.115(1)(f)	No	P3	Amendment	No	2 Years	90 days w/o cause	Revenue based on volume	Managed Care	Amendment Four extends term for two years through 8/21/25, adds radiology services, and updates fee schedule
7	332.115(1)(f)	No	Intermountain Healthcare	Amendment	No	2 Years	180 days w/o cause	Revenue based on volume	Managed Care	Amendment Four to Proivder Agreement removes exclusions of Spinal Surgery from Orthopedic and Anesthesia subsections. Additionally, the term of the agreement is extended by two (2) years through 12/31/2025
11	N/A	No	Southern Nevada Health District	Amendment	Yes	Same Term	30 days w/o cause	$1,053,318.00	Wellness Center	Assist with SNHD's efforts in southern Nevada to diagnose patients with HIV, STIs, and Hepatitis, provide treatment for said patients, reduce HIV transmission through evidenced-based prevention practices, respond quickly to HIV outbreaks, and identify and link candidates for PreP/PEP Services (Grant Funding).
14	N/A	No	Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the Kirk Kirkorian School of Medicine at UNLV	Amendment	Yes	1 Year	Budget Act/Fiscal Fund Out	Base Contract $3,281,261.88 Aggregate Amendments $255,621.24 Amendment 4 $55,877.64 Aggregate Total: $3,592,760.76	Administration	This Fourth Amendment is to extend a lease with NSHE and the Kirk Kerkorian School of Medicine. The school occupies UMC property located at 1524 Pinto Lane (2nd and 3rd Floors) and this amendment will extend the term of their lease through October 31, 2024. This is the last renewal option year under the Lease.

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

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

Recommendation:

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

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000850000 Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 4 – extend for two (2) years from 8/22/2023 to 8/21/2025
Amount: Amendment 4 – revenue based on volume
Out Clause: 90 days w/o cause

BACKGROUND:

On September 26, 2018, the Governing Board approved the Provider Agreement ("Agreement") with P3 Health Partners-Nevada, LLC ("P3") to provide its government members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The Agreement term is for three (3) years from August 22, 2018 through August 21, 2021, unless terminated without cause with a 120-day written notice to the other. Addendum 1, effective June 1, 2020, extended the Agreement term for two (2) years ending August 21, 2023, and added Aetna and CareMore Medicare Advantage plans to the network. Addendum 2, effective January 1, 2019, updated the fee schedules and added Exhibit B, Medicare Advantage Group Obligations; and Exhibit C, Other Federal Laws. The First Amendment, effective December 1, 2021, extending the Hospital Services Agreement term for two (2) years from August 28, 2021 through August 28, 2023. Amendment Two, effective July 1, 2022, modified the Provider Quality Incentive Program Terms. Amendment Three, effective January 1, 2023, added orthopedic and anesthesia services and updated the rates in the fee schedule.

This Amendment Four requests to extend the term for two years from August 22, 2023 through August 21, 2025, add radiology services to the Agreement, and update the rates in the fee schedule. All other terms and conditions shall remain in full force and effect.

Cleared for Agenda
September 20, 2023

Agenda Item #
6

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

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

AMENDMENT NUMBER FOUR
TO THE
PROVIDER AGREEMENT

This Amendment Number Four to the Provider Agreement ("Amendment"), effective as of August 22, 2023 (the "Amendment Effective Date"), is made between P3 Health Partners-Nevada, LLC on behalf of itself and its Affiliates ("Company") and University Medical Center of Southern Nevada, an acute care hospital, which employs primary care physicians licensed to practice medicine in the State of Nevada (herein referred to as "Group"), each a "Party and collectively the "Parties").

RECITALS

A. The Parties entered into a certain Provider Agreement, effective August 22, 2018, and amended the agreement with Addendum 1 effective June 1, 2020; and Addendum 2 effective January 1, 2019; amended January 1, 2021; amended July 1, 2022; and amended January 1, 2023; and

B. Company and Group desire to amend the Agreement to modify the Provider Agreement as described below.

AMENDMENTS

Based upon the foregoing, and for good and valuable consideration, the Parties hereby agree to amend the Agreement as set forth below:

1. Term. The Term of the Agreement shall be extended for two (2) years from August 22, 2023 to August 21, 2025 ending at 11:59 pm unless otherwise terminated by either party with a ninety (90) day written notice.

2. Radiology professional services are hereby added to the Agreement.

3. Schedule I - SERVICES AND COMPENSATION SCHEDULE shall be deleted in its entirety and replaced with the attached new Schedule I – SERVICES AND COMPENSATION SCHEDULE. Reimbursement for authorized Radiology professional services, shall be in accordance with Section 3.0 of the attached new Schedule I – SERVICES AND COMPENSATION SCHEDULE.

Except as modified herein, all other terms and conditions of the Agreement and any Amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any other terms of the Agreement, the terms of this Amendment shall prevail.

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

Signature Page to Follow.

HOSPITAL:

By: _____

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

COMPANY

DocuSigned by:

By: Todd Lefkowitz
C2C1EC32D3334C0...

Printed Name: Todd Lefkowitz

Title: Chief Managed Care Officer

Date: 8/24/2023

AMENDMENT NUMBER FOUR TO THE PROVIDER AGREEMENT

SCHEDULE I

SERVICES AND COMPENSATION SCHEDULE

1.0 Capitation Payment – For Primary Care Services

When the panel size of Group reaches one thousand (1000) Members, Group will be compensated at a per member per month ("PMPM") amount for providing services to Members. Company shall compensate Group according to a capitation schedule for Primary Care Services, based on the number of Members in applicable Medicare Advantage Product lines according to the following rates:

Product:	Capitation Payment:
Medicare Advantage	$ Per Member Per Month ("PMPM")

Member cost share is not included in Capitation.

Provision of Capitated Services: The above rates include all Primary Care services that are the financial risk of Company. In the event Group is unable to provide a Capitated Service, P3 shall arrange for the provision of said service by another provider, as applicable, and shall deduct the cost of said service from Group capitation. On a monthly basis, Company shall submit an itemized capitation deduction report and reduce capitation payments accordingly to Group. If Group does not notify Company within thirty (30) calendar days of receipt of the capitation deduction report of any disagreements to deductions, the deductions will be considered to be final and cannot be contested by Group at a later date.

The capitation payments are paid on a retroactive basis. Based on the retrospective nature of capitation payments, if the contract is terminated by either Party, the final capitation payment shall be made to the Group on the 15th day of the month on the month following the termination effective date. By way of example, if the Agreement is terminated on 5/31/24, the final capitation payment will be made on 6/15/24.

For Members whom Group receives capitation under this Agreement, Group shall submit to Company electronically all encounter data, including all elements requested by Company including other information such as medical records, necessary to characterize the content and purpose of Covered Services rendered by the Group to a Member by the forty-fifth (45^{th}) day of the calendar month following the month in which such services were rendered. Encounter Data shall be in accordance with HEDIS guidelines and/or such other guidelines as Company may establish under this Agreement. Additionally, the Group shall promptly provide Company with all corrections to the revisions of such Encounter Data. Group agrees, upon request of Company or Plan, to provide written certification of the truthfulness, completeness and accuracy of Group's Encounter Data.

2.0 Exclusions to above Compensation

None

3.0 Fee-For-Service Compensation - For Orthopedic, Anesthesia and Radiology Services

Company will compensate Group in accordance with the following.

Medicare plans: One hundred percent (%) of the current CMS Fee Schedule

Commercial plans: One hundred percent (%) of the current CMS Fee Schedule

Medicaid plans: One hundred percent (%) of the current Medicaid Fee Schedule

Carve-outs compensated as stated herein.

4.0 Carve-out Compensation

Service Description	**Fee**
Medically Necessary medications, including vaccines	% of Medicare ASP (Average Sale Price) Provider Reimbursement. If no ASP value exists, Group will be compensated at the lessor of invoice cost or thirty percent %) of Group's billed Charges.
CLIA-waived Laboratory Services applicable to provider taxonomy and CLIA License as applicable to service rendered	% of current CMS Fee Schedule for Locality where service are rendered
Radiology Services applicable to provider taxonomy	% of current CMS Fee Schedule for Locality where service are rendered
For CPT/HCP Professional Services without CMS RBRVS values	% of Billed Charges

5.0 Surplus Distribution

Group is eligible for a fifty percent (%) surplus. The Company retains one hundred present downside financial risk. Company will calculate the Surplus Distribution by subtracting the Cot of Contract and a ten percent management fee for all the Group's impaneled Members from the total revenue received for all the Group's impaneled Members.

Company will distribute any earned Surplus Distribution on a calendar quarterly basis, beginning in the eighth month following the Effective Date of the Agreement. For example, if the Effective Date of this Agreement is January 1, Company will calculate the Surplus Distribution for incurred sate of service for January 1 – March 31, and the first Surplus Payment will occur in August on or around the 15th of the month. After the first Surplus Payment, quarterly calendar Surplus Payments will be distributed in the fifth month following the end of each quarter. For example, the second calendar quarter April – June 30, Surplus Payment will occur on or around the 15th of November.

The surplus balance or deficit carries over from one calendar year to the next. Settlement and all related payments, deductions and/or costs associated from CMS or Payor will be applied to future payments to Group.

Upon termination of the Agreement, the Company at will calculate a final reconciliation and payment, if applicable, within six (6) months following the date of termination.

6.0 General Compensation Terms and Conditions

Definitions

"Medicare Allowable" - the current payment as of discharge date that a hospital will receive from Company, subject to the then current Medicare Inpatient Prospective Payments Systems and will be updated in accordance with CMS changes, provided, however, that exempt units for psychiatric, rehabilitation and skilled nursing facility services will be paid in accordance with the applicable Medicare Prospective Payment Systems. These payments are intended to mirror the payment a Medicare Fiscal Intermediary ("FI") would make to the hospital, less (with respect to DRG-based payments) the payments for Indirect Medical Education (IME), Direct Graduate Medical Education (DGME), bad debt, as appropriate and adjusted by CMS or Government Sponsor for sequestration, SGR or other items and Company payment and processing

guidelines. For other provider types, the Medicare allowable rate is based upon CMS Geographic Pricing Cost Indices (GPCI) and Resource Based Relative Value Scale (RBRVS) Relative Value Units (RVU) including Outpatient Prospective Payment System (OPPS) cap rates; the Clinical Laboratory Fee Schedule (CLAB); the Durable Medical Equipment, Prosthetics, Orthotics and Supplies Fee Schedule; including PEN (DMEPOS) and 'Medicare Part B Drug Average Sales Price (ASP),' as appropriate. Coding and fees determined under this schedule will be updated as CMS releases code updates, changes in the MFS relative values, including OPPS cap payments, or the CMS conversion factors. Company plans to update the schedule within 90 days of the final rates and/or codes being published by CMS. However, the rates and coding sets for these services do not become effective until updates are completed by Company and payment is considered final and exclusive of any retroactive or retrospective CMS adjustments to the rate. Company payment policies apply to services paid based upon the Medicare allowable rate.

General

A. Member Cost Share. Rates are inclusive of any applicable Member Copayment, Coinsurance or Deductible.

B. Billing. When billing, Group must designate applicable codes related to those Covered Services provided by Group under the terms of this Agreement.

C. Coding. Company utilizes nationally recognized coding structures including, but not limited to, Revenue Codes as described by the Uniform Billing Code, AMA Current Procedural Terminology (CPT4), CMS Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-10 Diagnosis and Procedure codes or any successor thereto, and National Drug Codes (NDC). As changes are made to nationally recognized codes, Company will update internal systems to accommodate new codes. Such changes will only be made when there is no material change in the procedure itself. Until updates are complete, the procedure will be paid according to the standards and coding set for the prior period. Company will comply and utilize nationally recognized coding structures as directed under applicable Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).

D. Affordable Care Act Primary Care Enhancement. For those primary care Covered Services that the State has determined to reimburse at % of the Medicare allowable amount in accordance with Section 1902(a)(13)(C) of the Social Security Act, for so long as the rates are in effect and so long as the Participating Group Provider meets the requirements of applicable law for the rates, Company shall compensate Group for the provision of such Covered Services to eligible Members delivered in accordance with the terms and conditions set forth in this Agreement at the lesser of Group's billed charges or an amount equal to but not greater than the State's enhanced rates. Group certifies that, to the extent required by law, such payments will inure to the benefit of the individual Participating Physicians and will supply Company with any legally-required documentation of such. Company reserves the right: i) to pay such enhanced compensation through monthly or quarterly adjustment; ii) to make payments directly to qualifying Participating Physicians; and/or iii) to require such Physicians or Group to complete any agreements, forms, attestations or releases needed to effectuate such payments. Enhanced compensation is not available for Members of Children's Health Insurance Program (CHIP) Plans.

E. Medicare-Medicaid Dual-Eligible. Where Company is the responsible payor for Medicare and Medicaid Covered Services, rates for each service are determined by CMS and other applicable Government Sponsors regarding that service as a Medicare Covered Service or a Medicaid Covered Service when and as provided by a particular provider, and by a Member's benefit limits under each program. For Covered Services that are Medicare Covered Services when and as provided by Group (inclusive of Member Copayment or Coinsurance), Company shall compensate Group at % of the prevailing Medicare Allowable rate. For Covered Services that are only covered under Medicaid when and as provided by Group (such as, but not limited to, long-term care and home and community-based waiver services), Company shall compensate Group according to the Company Medicaid Market Fee Schedule, or if not applicable, the State Medicaid Fee Schedule. When a service is covered under both Medicare and Medicaid, Company will determine the rate (Medicare or Medicaid) according to applicable law, coordination-of-benefit principles, and the terms of

Member's Plan. Rates do not include, and Company is not responsible for, supplemental or wrap-around payments unless required by Company's contracts with Government Sponsor.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

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

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

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

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

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

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

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

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

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

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

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

Signature

Todd Lefkowitz
Print Name

Chief Managed Care Officer
Title

2/16/21
Date

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

Issue:	**Amendment Number Four to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Number Four to Provider Services Agreement with Intermountain IPA NV, LLC f/k/a HCP IPA Nevada, LLC for managed care services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 4 – extend for two years from 1/1/2024 – 12/31/2025
Amount: Revenue based on volume
Out Clause: 180 days for convenience

BACKGROUND:

On December 16, 2020, the Governing Board approved the Provider Service Agreement ("Agreement") with HCP IPA Nevada, LLC ("HCP") to provide its members continued healthcare access to UMC, its associated Urgent Care facilities, and to adjust the Urgent Care reimbursement. The initial Agreement term is from January 1, 2021 through December 31, 2023, unless terminated for convenience with a 180-day written notice prior to any anniversary period. The First Amendment, effective January 1, 2021, added a new managed care organization to Attachment D-3 of the Agreement. Amendment Number Two, effective February 1, 2023, changed any reference of HCP to INTERMOUNTAIN IPA NV, LLC, and updated the fee schedule to include payment for orthopedic services. Amendment Number Four, effective February 1, 2023, added Medicare Advantage Health Plans and updated the fee schedule to include payments for Anesthesia services.

This Amendment Number Four requests to extend the term for two years from January 1, 2024 through December 31, 2025, and removes exclusions of spinal surgery from Orthopedic and Anesthesia subsections.

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

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

Cleared for Agenda
September 20, 2023

Agenda Item #
7

AMENDMENT NUMBER FOUR

This Amendment number four ("Amendment"), dated and effective Sept 1, 2023 (the "Effective Date"), is entered into by and between **INTERMOUNTAIN IPA NV, LLC f/k/a HCP IPA Nevada, LLC** ("Company") and **University Medical Center of Southern Nevada** ("Provider") originally dated January 1, 2021, as amended.

WHEREAS, the parties have previously executed a Provider Service Agreement effective January 1, 2021, a First Amendment effective January 1, 2022, a Second Amendment effective February 1, 2023 and a Third Amendment effective February 1, 2023 (collectively, the "Agreement); and

Whereas, Company and Provider now desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Agreement as follows:

1. **Subsection h.** Payments for Orthopedic Services (excludes spinal surgery) shall delete excludes spinal surgery language.
2. **Subsection I.** Payments for Anesthesia Services (excludes spinal surgery) shall delete excludes spinal surgery language.
3. **Section 4.1 Term of Agreement –** shall be extended for an additional 24 months commencing on January 1, 2024 ending on December 31, 2025 at 11:59pm, unless terminated sooner in accordance with the provisions of this Agreement.

I. This Amendment supersedes any terms of the Agreement (including previous amendments) in conflict with the terms herein. All other terms of the Agreement remain in full force and effect. All capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Agreement. A party's signature below denotes agreement to these terms by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to be effective as of the Effective Date.

PROVIDER	**INTERMOUNTAIN IPA NV, LLC**
_____	_____
By	By
Mason Van Houweling_____	_____
Name	Name
_Chief Executive Officer_____	_____
Title	Title
_____	_____
Date	Date

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed.

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

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), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

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.
Nevada Business Enterprise (NBE):
Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.
Large Business Enterprise (LBE):
An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

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.

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

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – 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, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

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

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

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 3 for definition). If **YES**, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

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

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

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
☐ Individual	☐ Partnership	☒ Limited Liability Corporation	☐ Corporation	☐ Trust	☐ Other

Business Designation Group (For informational purposes only)					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ LBE	☐ NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise

Business Name:	Intermountain IPA, LLC	
(Include d.b.a., if applicable)		
Business Address:	6355 S. Buffalo Drive, Third Floor	Las Vegas, NV 89113
Business Telephone:	702-318-2400	**Email:** https://intermountainnv.org/contact-us/
Business Fax:		
Local Business Address	6355 S. Buffalo Drive, Third Floor	Las Vegas, NV 89113
Local Business Telephone:	702-318-2400	**Email:** https://intermountainnv.org/contact-us/
Local Business Fax:		

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

"Business 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.

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations)
Paul Krakovitz,MD	President, Secretary	None (officer only)
Justin Bollenback	Vice President, Chief Financial Officer	None (officer only)
Cara Camiolo, MD	Chief Medical Officer	None (officer only)

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☒ No (If yes, please note that County 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, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☒ No (If yes, please disclose on the attached Disclosure of Relationship form.)

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

Signature

John D. Lach
Print Name

VP, Contracting + MSO
Title

4/4/23
Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"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)

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

Issue:	**CAPS IV Services Agreement with Central Admixture Pharmacy Services, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the CAPS IV Services Agreement with Central Admixture Pharmacy Services, Inc. for compounded sterile preparation services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000717100 Funded Pgm/Grant: N/A
Description: Compounded Sterile Preparation Services
Bid/RFP/CBE: NRS 332.115.4 – Purchase of goods commonly used by a hospital
Term: 9/1/2023 to 2/7/2024 with four (4) automatic one (1) year renewal periods
Amount: NTE $1,000,000 per year
Out Clause: 60 days w/o cause

BACKGROUND:

Since March 2010, UMC has had an agreement with Central Admixture Pharmacy Services, Inc. ("CAPS") to provide outsourced compounded sterile preparation services ("Services").

This request is to enter into a new CAPS IV Services Agreement ("Agreement") with CAPS to continue to provide 503A (patient-specific prescriptions) and 503B (anticipatory/large batch IV prescriptions) compounding products. Staff also requests authorization for the Hospital CEO to execute future amendments within the not-to-exceed yearly amount of this Agreement if deemed beneficial to UMC.

The Agreement Term is from September 1, 2023 to February 7, 2024 and thereafter will continue with four (4) automatic one (1) year renewal periods. UMC will compensate CAPS a NTE $1,000,000 per year for Services performed subject to 5% annually price increases. Either party may terminate this Agreement with a 60-day written notice to the other.

Cleared for Agenda
September 20, 2023

Agenda Item #
8

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

CAPS IV SERVICES AGREEMENT

1. **Purpose**. The purpose of this CAPS IV Services Agreement ("Agreement") is to establish the terms and conditions of the compounded sterile preparation services for University Medical Center of Southern Nevada ("Customer") to be provided by Central Admixture Pharmacy Services, Inc. ("CAPS").

2. **Term**. This Agreement will begin on September 1, 2023 and continue through February 7, 2024 and thereafter will continue for four (4) automatic one (1) year renewal periods ("Term") unless either party provides the other party with at least sixty (60) days' prior written notice of its intent to terminate this Agreement.

3. **Services and Pricing**. CAPS will provide directly to Customer the compounded sterile preparations (sometimes referred to herein as "Solutions") and delivery services in accordance with the pricing set forth on Attachment A hereto. Additional Solutions may be added to Attachment A from time to time as mutually agreed to in writing. Pricing will remain firm through February 7, 2024 of this Agreement. Thereafter, pricing is subject to an increase in each year through the end of this Agreement Term. The price adjustment will be five percent (5%) per year. Notwithstanding the foregoing, in the event of an unusual increase in the cost of transportation, energy, raw materials, drugs, compounding, or other costs, fees or taxes due to any governmental act or regulation, event of nature or other event beyond the reasonable control of CAPS, CAPS may increase its prices on the affected Solutions after providing sixty (60) days written notice to Customer. Upon receipt of such notice, Customer may terminate this Agreement by providing thirty (30) days written notice.

4. **Purchase Commitment**. In consideration of the pricing set forth in Attachment A, Customer agrees to purchase from CAPS at least 80% of its total requirements of the Committed Solutions (as defined below) during each annual period under this Agreement. Further, Customer agrees to purchase from CAPS at least an aggregate amount of $250,000 of Committed Solutions during each annual period under this Agreement (the "Minimum Requirement") for an amount not to exceed **$1,000,000.00 per year**. All calculations of purchases shall be net of any credits, discounts, incentives, rebates, returns, allowances, freight, handling and taxes. If Customer fails to purchase the Minimum Requirement during any annual period of this Agreement, Customer agrees to pay CAPS an amount equal to thirty percent (30%) of the difference between (a) the applicable Minimum Requirement and (b) the actual aggregate dollar amount of Committed Solutions purchased and paid for by Customer during such annual period; provided, however, that such obligation shall be contingent upon CAPS' ability to supply Committed Solutions. Upon verification by Customer on the accuracy of information, Customer shall be required to pay such amount within forty-five (45) days following the receipt of written notice of the amount of such charge from CAPS. "Committed Solutions" shall mean the solutions listed on Attachment A.

5. **Payments**. Payment terms are net forty-five (45) days. CAPS cannot accept any returns for credit. If payments are not made within the credit terms, or if Customer becomes insolvent or bankrupt, CAPS, in addition to its other available rights and remedies, may withhold further shipment until all overdue balances are made current, and may require prepayment of future orders prior to shipment. Customer shall reimburse CAPS for any costs and expenses incurred for collection of overdue amounts or enforcement of its rights, including reasonable attorneys' costs and fees, subject to Customer's available unencumbered budget appropriations for this Agreement. **The remittance address is as follows: Central Admixture Pharmacy Services, Inc., P.O. Box 780404, Philadelphia, PA 19178-0404.**

6. **Information Transfer**. Customer will send the appropriate orders necessary for CAPS to accurately admix via web-based ordering system using CAPS proprietary software, or direct computer interface, or in the event of an emergency affecting a party's IT systems, by facsimile or telephone. Initiation of an order must be executed by authorized personnel of Customer. Changes in personnel authorized to execute an order must be communicated to CAPS in writing. Solutions provided to Customer from CAPS will contain labeling that includes compounding information.

7. **Confidentiality**. Each party acknowledges that certain information it will acquire from the other party is of a special and unique character and constitutes Confidential Information. For purposes of this Agreement, "Confidential Information" means any business, marketing, and financial information not generally known about the business or readily ascertainable by proper means by others, including without limitation, all methods, processes, trade secrets, formularies, employee or subcontractor information, and all patient identifiable information (including without limitation, any medical or billing information). Having acknowledged the foregoing, each party agrees: (a) to exercise the same degree of care and protection (but no less than a reasonable degree of care and protection) with respect to the other party's Confidential Information as each party exercises with respect to its own Confidential Information, and in accordance with applicable law; and (b) not to, directly or indirectly, disclose, copy, transfer or allow access to any Confidential Information of the other party. Notwithstanding anything to the contrary herein, each party may disclose Confidential Information to its employees and to third parties performing services for such party related to the purposes of this Agreement who have a need to know and who have a contractual or legal duty to protect such Confidential Information, subject to applicable law.

CAPS represents and warrants that it is not a business associate of Customer, as that term is defined under Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the regulations promulgated thereunder at 45 C.F.R. Parts 160-164 (the "HIPAA Regulations"). The parties further agree to amend this Agreement as necessary to comply with any future additions, amendments or guidance on HIPAA and HIPAA Regulations.

Notwithstanding the foregoing, CAPS 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, and as such its records are public documents available to copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement which CAPS has claimed to be confidential and proprietary, Customer will immediately notify CAPS of such demand and CAPS shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. CAPS shall indemnify, defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of CAPS documents in Customer's custody and control in which CAPS claims to be confidential and proprietary. For the avoidance of any doubt, CAPS hereby acknowledges that this Agreement will be publicly posted for approval by Customer's governing body.

8. **Responsibilities**. CAPS will provide the Solutions in accordance with the order given or transmitted to CAPS. Customer understands and agrees that it is a sophisticated user of the Solutions listed on Attachment A and that it is aware of the uses, benefits, limitations, hazards and potential injurious properties of such Solutions. Customer and its physicians have independently evaluated the safety and clinical use of the Solutions listed on Attachment A, and have deemed these formulations to be clinically appropriate. In agreeing to admix the Solutions listed on Attachment A, CAPS is relying upon Customer and its physicians' determination that these formulations are appropriate, and neither Customer nor its physicians are relying upon CAPS for this determination. For Solutions prepared by CAPS in accordance with the order given or transmitted to CAPS, Customer and its physicians assume all liability and risk arising in connection with the use of these Solutions, including, without limitation, any patient injury directly or indirectly arising from the use of the Solutions. CAPS makes no representation or warranty as to the formulation or labeling of the Solutions except that such formulation and labeling will be in accordance with the order given or transmitted by Customer. As such, to the extent expressly authorized by Nevada law, Customer is solely responsible for, and holds CAPS harmless against, any damage or bodily injury (including death) arising from any mislabeling by, or failure of Customer to warn its patients of the uses, benefits, limitations, hazards and potential injurious properties of the Solutions, and for the development, use or administration of the Solution prepared by CAPS at Customer's direction, unless such injury is caused solely by CAPS' failure to prepare the Solution in accordance with the order given or transmitted to CAPS by Customer. CAPS shall indemnify and hold Customer harmless from any third party claims for injury or death to the extent arising from CAPS' failure to prepare the Solutions in accordance with the order given or transmitted to CAPS by Customer.

9. **Compliance with Applicable Laws, Regulations and Standards**. CAPS shall comply with all applicable federal and state laws in connection with providing services under this Agreement. In connection with providing patient-specific Solutions pursuant to this Agreement, CAPS will comply with applicable State Board of Pharmacy regulations and USP Chapter <797>. In connection with providing non-patient specific Solutions pursuant to this Agreement, CAPS will comply with applicable good manufacturing practices for 503(B) FDA-registered outsourcing facilities.

Each party represents that it and its officers, directors and employees (a) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), and (b) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs. Each party shall immediately notify the other party in writing of any change in the status of the representations set forth in this section, and in any such event, the other party shall have the right to terminate this Agreement by providing written notice thereof.

10. **Quality Assurance and Accreditation**. CAPS understands that Customer may be accredited by an accreditation body that establishes standards pertaining to the safety and effectiveness of the services provided herein ("Standards"). Customer may notify CAPS of any Standards and CAPS shall make commercially reasonable efforts to cooperate with Customer's compliance with the Standards, including but not limited to responding in an accurate, thorough, and timely manner to Customer's requests for information and negotiating in good faith with Customer to establish quality measures ("Quality Measures") and performance goals ("Benchmarks") applicable to the services. If CAPS is unable to satisfy Customer's compliance with such Standards, Customer's sole remedy shall be to terminate this Agreement upon sixty (60) days' written notice to CAPS. The parties shall review and assess the Quality Measures annually and, if necessary following such review, shall work in good faith to mutually establish a corrective action plan to address any deficiencies in reaching the Benchmarks or any needed adjustments to the Quality Measures.

11. **Force Majeure**. In the event CAPS' production of deliveries of goods are prevented, impaired, reduced or restricted by labor disputes, fire, act of God, or any other similar or dissimilar cause, including but not limited to the unavailability of such goods, transportation, shortages of materials or fuel, delay in delivery or failure to deliver by CAPS' suppliers, loss of facilities of distribution, the voluntary foregoing of the right to acquire or use any materials in order to accommodate or comply with the orders, requests, regulations,

recommendations or instructions of any governmental authority (whether in furtherance of national defense of war activities or to meet any other emergency, or the compliance with any law, order, ruling, regulation, instruction or requirements of any governmental authority or any political subdivision or agency thereof) (collectively, "Force Majeure Event"), CAPS, without liability or obligation, may reduce or eliminate the quantities herein specified in proportion to the prevention, impairment, reduction or restriction upon CAPS' production or delivery, on a pro rata basis among all users of its goods during the period of any such disability. In the event of a Force Majeure Event, the goods which CAPS is unable to supply shall be: (a) eliminated from this Agreement by written notice describing the amounts eliminated and the estimated time period during which deliveries are to be suspended, and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible; and CAPS hereto shall be relieved of any liability with respect thereto during such time CAPS may not be able to deliver the goods in question. In the event that any Force Majeure Event delays Customer's or CAPS' performance for more than sixty (60) days following notice, Customer may terminate this Agreement immediately upon written notice.

12. **Disclosure. If the pricing under this Agreement constitutes a discount or other reduction in price under Section 1128(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A), and 42 C.F.R. § 1001.952(h), Customer shall disclose the discount or reduction in price to the full extent required under any state or federal program which provides cost or charge based reimbursement to Customer for the IV solutions covered by this Agreement. This act requires, among other things, that Customer fully and accurately report the actual purchase price paid by Customer for products, net of any discounts, rebates or allowances provided to Customer hereunder, in the manner required under applicable law. Customer may also be required, upon request, to provide documentation of the discount or other reduction in price to the Secretary of Health and Human Services.**

13. **Access to Books and Records**. To the extent that 42 U.S.C. SEC 1395x(v)(1)(I) applies to this Agreement, until expiration of five (5) years after the furnishing of services hereunder, the Secretary of the Department of Health and Human Services and the Comptroller General of the United States, or the designees or duly authorized representative of either of them shall have access to all books and records of the parties pertaining to the subject matter of this Agreement and the provision of service under it, in accordance with the criteria presently or hereafter developed by the Department of Health and Human Services as provided in Section 952 of the Omnibus Reconciliation Act of 1980. Upon request by governmental authority, the parties shall make available (at reasonable times and places during normal business hours) this Agreement, and all books, documents and records of the parties that are necessary to verify the nature and extent of the costs and services provided under this Agreement.

14. **Limitation of Liability**. Neither party shall be liable to the other party for any indirect, incidental, special, punitive or consequential loss, damage or expense (including any damage for lost profits, or otherwise) directly or indirectly arising out of or in connection with the furnishing of services hereunder, or the development, use of, or inability to use any Solution, or otherwise, whether based in contract, warranty, tort, including without limitation, negligence, or any other legal or equitable theory. Except for indemnification obligations, CAPS' total liability for any claim or action shall not exceed the amount paid for the order out of which such a claim or action arose.

15. **Notices**. All notices, invoices, requests, or other communications required hereunder shall be in writing and shall be deemed to have been given when presented personally, on the date two (2) business days after sent by a nationally recognized overnight courier service or mailed by certified, return receipt mail addressed to:

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

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

To CAPS:
Central Admixture Pharmacy Services, Inc.
Corporate Office
6430 Oak Canyon, Ste. 200
Irvine, CA 92618
Attn: Contracts Department
Telephone Number: (949) 660-2277
Fax Number: (949) 660-2361
E-Mail: Justin.Riggs@bbruanusa.com

16. **Amendment; Assignment**. Any changes to this Agreement shall be mutually agreed upon in writing and duly executed by both parties. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto. Notwithstanding anything herein to the contrary, either party shall have the right to assign this Agreement and the rights and obligations hereunder to an entity that is controlled by, under common control with, or that controls that party, or that is formed as the result of an internal restructuring of said party and/or its affiliates, by providing written notice thereof to the other party provided that such assignee assumes all of the obligations under this Agreement.

17. **Arbitration**. Any dispute, controversy or claim arising from or related to this Agreement, the IV solutions or any other relationship or arrangement between the parties shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be conducted in Clark County, Nevada.

18. **Severability**. The invalidity or unenforceability of any provision or portion of any provision of this Agreement shall not affect the validity or enforceability of the remainder of the same provision or any other provision of this Agreement and each provision hereof or portion of such shall be enforced to the fullest extent permitted by applicable law.

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

20. **Publicity**. Neither CAPS nor Customer 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.

21. **Relationship of Parties**. None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venturer of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this section.

22. **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. 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 thirtieth (30th) day of June of the then current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

23. **Personnel On-Site**. CAPS shall abide by the relevant compliance policies of Customer, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to CAPS upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving on-site at any of Customer's facilities. CAPS' employees, agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises.

24. **Entire Agreement**. This Agreement along with the Attachment(s) contain the entire agreement of the parties with respect to the subject matter covered by this Agreement, and supersedes and replaces any and all previous agreements between the parties relating to the subject matter hereof, including that certain CAPS IV Services Agreement commencing March 1, 2010. No other agreement, statement, or promise made by either party, or an employee, officer, or agent of the party, which is not contained in this Agreement shall be binding or valid unless executed in writing. Sections 5, 7, 8, 11, and 13 through 24 shall survive termination of this Agreement.

[Signature page to follow]

This proposal is valid as written if signed and received by CAPS on or before October 10, 2023.

The terms of this Agreement have been approved and accepted:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____

Name: Mason Van Houweling

Title: Chief Executive Officer

CENTRAL ADMIXTURE PHARMACY SERVICES, INC.

By:_____

Name: Thomas W. Kelsey, R.Ph, BCSCP

Title: Vice President, Regulatory Affairs

By:_____

Name: Jody K. Grooms, R.Ph.

Title: President

503A: Patient-specific TPN

Ingredient	TPN Volume	CAPS Price
Plenamine™ 15%	1-1000 mL	$ 60.42
	1001-1500 mL	$ 64.45
	1501-2000 mL	$ 68.50
	2001-2500 mL	$ 72.53
	2501-3000 mL	$ 76.56
	3001 mL or greater	$ 80.58
TrophAmine®	1-1000 mL	$ 46.96
	1001-1500 mL	$ 49.66
	1501-2000 mL	$ 52.34
Nutrilipid® 20% in 3-in-1 TPN	per 100 mL	$ 4.67
SMOF 20% in 3-in-1 TPN	per 100 mL	$ 7.25

TPN pricing includes amino acids (PlenAmine™15% / TrophAmine®), dextrose, water, insulin, and heparin.

All other additives are added at CAPS drug price (Pricing subject to change and updated quarterly).

Latex Precautions Surcharge (if needed) is $75.00 per bag.

503A Delivery

Appropriate delivery fees may be applied.

503B: Batch Compounded Products

Pricing for all 503B products is quoted on a per dose basis and includes shipping, end product testing (Sterility, Endotoxin, and Potency), and access to a Certificate of Release for each lot number ordered. End product testing is required of 503B Outsourcing Facilities per federal regulations. In the event CII products are ordered, Customer will need to submit the DEA 222 form via CSOS or mail to the CAPS Outsourcing Facility prior to the initiation of an order. Orders can then be placed via CAPS Link. Orders received must be limited to quantities of each drug listed on the DEA 222 Form. Orders must be executed by authorized personnel of Customer.

*CAPS drug price is subject to change in accordance with Section 3 of the Agreement.

Products are now listed with product codes rather than NDC's. The product label will include the full NDC which identifies the facility where it was compounded.
Lehigh Valley 71285 | Phoenix 72196 | San Diego 71286

Product Code	Product Description	CAPS Price
0003-1	Warm Induction 4:1 High K (80 mEq) 1000 mL, Bag	$398.20
0202-1	del Nido Formula (Plasmalyte A, pH 7.4) 1052.8 mL, Bag	$72.33
0211-1	Maintenance 4:1 Low K (30 mEq) in Plasmalyte A, pH 7.4 1047 mL, Bag	$77.35
0422-1	Trophamine 4% / Dextrose 10% with Calcium Gluconate 3.75 mEq and Heparin 125 units 250 mL in 250 mL EVA Bag	$58.50

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	**Central Admixture Pharmacy Services, Inc.**	
(Include d.b.a., if applicable)	**aka: CAPS**	
Street Address:	**6430 Oak Canyon, Suite# 200**	**Website: www.CAPSpharmacy.com**
City, State and Zip Code:	Lake Forest, CA 92618	**POC Name: Justin Riggs, Pharmacy Systems Specialist** **Email: Justin.Riggs@bbraunusa.com**
Telephone No:	865-279-8848	**Fax No:**
Nevada Local Street Address: **(If different from above)**	7061 West Arby, Suite 110	**Website: www.CAPSpharmacy.com**
City, State and Zip Code:	Las Vegas, NV 89113	**Local Fax No: 702-837-1740**
Local Telephone No:	702-837-9500	**Local POC Name: Erica Hester, Director of Pharmacy** **Email: Erica.Hester@bbraunusa.com**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Thomas W. Kelsey, R.Ph., BCSCP	Vice President, Regulatory Affairs	0%
Jody K. Grooms, R.Ph.	President	0%
B. Braun of America	Owner	100%

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

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

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

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

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

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

Signature	Print Name & Title	Date:
	Thomas W. Kelsey, CAPS Vice President, Regulatory Affairs	09/08/2023
Signature	Print Name & Title	Date:
	Jody K. Grooms, CAPS President	09/08/2023

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

Issue:	**Sub-Participating Addendum with AT&T Corp.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Sub-Participating Addendum with AT&T Corp., for wireless communication services and equipment; authorize the Chief Executive Officer to execute any extension options or amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000854000 Funded Pgm/Grant: N/A
Description: Wireless communication services and equipment
Bid/RFP/CBE: NRS 332.115(1)(s) – Equipment and services associated with, systems of communication
Term: 3 years from the effective date
Amount: NTE $18,669.00 per month; potential total aggregate is $672,084
Out Clause: Budget Fiscal Fund Out

BACKGROUND:

This request is to enter into a Sub-Participating Addendum under the NASPO ValuePoint Master Agreement and the State of Nevada's Participating Addendum ("Agreement") with AT&T Corp. ("AT&T") for wireless communication services and equipment. AT&T will provide UMC with wireless service for its hospital staff along with custom equipment pricing, smartphone credits, and recurring credits.

UMC will compensate AT&T $18,669 per month or potential aggregate of $672,084 for three (3) years from the effective date. Staff also requests authority for the Hospital CEO to execute extension options or amendments at his discretion if deemed beneficial to UMC.

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

AT&T currently holds a Clark County business license.

Cleared for Agenda
September 20, 2023

Agenda Item #
9

SUB-PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149

PARTICIPATING ENTITY: University Medical Center of Southern Nevada

This Sub-Participating Addendum (the "Sub-PA") is made this ____ day of _____, 20**23** (the "Sub-PA Effective Date"), between **University Medical Center of Southern Nevada** ("Participating Entity"), and AT&T Corp. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "Contract" or "Master Agreement").

1.2 Pursuant to a Participating Addendum by and between Contractor and **The State of Nevada** dated **June 15, 2020** (the "PA"), Participating Entity is authorized to purchase Service, Equipment and related products from Contractor under the terms of the Contract and the PA.

1.3 As authorized by the Contract, and in addition to the standard Service, Equipment and related products available through the PA, Participating Entity wants to receive certain unique offers under the PA that will apply only to Participating Entity.

1.4 Contractor is willing to provide Participating Entity with such unique offers subject to the terms and conditions of the Sub-PA.

1.5 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the Sub-PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the Sub-PA (the Contract, the PA, and the Sub-PA, together with all valid Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the Sub-PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates only Participating Entity as an authorized Purchasing Entity under the Agreement.

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149-1 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the

Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Participating Entity:

Name: Don Barnwell
Title: IT Director
Address: 1800 W Charleston BLVD
Las Vegas, NV 89102
Telephone: 702-224-7101
E-Mail: don.barnwell@umcsn.com

Lead State:

Name: Marci Woodward
Title: State Contract Analyst
Address: 4315 S. 2700 W FL 3
Taylorsville, UT 84129-2128
Telephone: 801-957-7145
E-Mail: mwoodward@utah.gov

Contractor Account Team:

Name: Elijah Price
Title: Technical Consultant
Address: 2180 Lake BLVD
Atlanta, GA 30319
Telephone: 770-265-0376
E-Mail: ep5578@att.com

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
E-Mail: bethani.cross@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participating Entity, as applicable, to execute the Sub-PA on behalf of the respective Party, and that the Contractor and Participating Entity agree to be bound by the provisions hereof. In addition, Participating Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Master Agreement.

Section 7. Miscellaneous.

7.1 Employee Benefit Program. Participating Entity will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. FirstNet Standard Plans; FirstNet Special Plans; Custom Equipment; and Recurring Credits. Contractor will provide Participating Entity the custom offers described in this §9 (collectively, the "Custom Offers"). All Custom Offers are available for the term of the Sub-PA. Notwithstanding any order of precedence provisions in the Agreement to the contrary, to the extent of any conflict between the terms and conditions of this §9 and the FirstNet Service Guide, any other applicable Service Guides, and applicable Sales Information, this §9 will control.

9.1 FirstNet Standard Plans. Contractor will provide Participating Entity the ability to purchase FirstNet Plans as described in the AT&T FirstNet Solution Service Guide (the "Standard FirstNet Plans"). Participating Entity may purchase The Standard FirstNet Plans for its authorized employees, contractors and agents who perform the job duties related to Participating Entity's approved FirstNet use cases (Participating Entity's "Agency Paid Users").

9.2 FirstNet Special Plans. Contractor will provide Participating Entity the ability to purchase the FirstNet Special Plans described herein (the "FirstNet Special Plans"). FirstNet Special Plans are available for the term of the Sub-PA. Except as modified below, the FirstNet Special Plans are subject to the FirstNet Standard Plan's terms and conditions. The FirstNet Standard Plans and the FirstNet Special Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to Agency Paid Users, except as set forth in this §9.

TABLE 9.2

FIRSTNET SPECIAL PLANS

FirstNet Special Plans	Eligibility Requirements
FirstNet Mobile Special Select Unlimited – Standard Plan for smartphones ("Special Plan 1")	Activate a new Agency Paid User line of service on, or migrate an existing Agency Paid User line of service to, the corresponding FirstNet Special Plan during the Offer Period
FirstNet Mobile Special Select Unlimited – Enhanced Plan for smartphones ("Special Plan 2")	Activate a new Agency Paid User line of service on, or migrate an existing Agency Paid User line of service to, the corresponding FirstNet Special Plan during the Offer Period
FirstNet Mobile Special Core Unlimited – Standard Plan for feature phones and tablets ("Special Plan 3")	Activate a new Agency Paid User line of service on, or migrate an existing Agency Paid User line of service to, the corresponding FirstNet Special Plan during the Offer Period
Applicable Sales Information incorporated by reference into the Agreement. Sales Information found at www.firstnet.com/firstnetextprimaryselect and www.firstnet.com/firstnetextprimary core.	

9.3 Custom Equipment Pricing. To be eligible for Custom Equipment Pricing, Participating Entity must, during the term of the Sub-PA: (a) Purchase the Qualified Device from Contractor with a 2-year service commitment for a new or upgrade-eligible existing Agency Paid User line of Service on the corresponding FirstNet Special Plan; and (b) activate such new Agency Paid User line of Service on, or migrate such existing Agency Paid User line of service to, the FirstNet Special Plan. Custom Equipment Pricing is available for the term of the Sub-PA.

TABLE 9.3
CUSTOM EQUIPMENT PRICING

Qualified Device*	FirstNet Special Plan	Custom Equipment Price**
Any smartphone found at www.firstnet.com/devices with an undiscounted retail price of $449.00 or less found at att.com/equipmentlist	Special Plan 1	$0.99
Any smartphone found at www.firstnet.com/devices with an undiscounted retail price of $450.00 or more found at att.com/equipmentlist	Special Plan 1	An amount equal to the undiscounted retail price less $449.00
Any smartphone found at www.firstnet.com/devices with an undiscounted retail price of $699.99 or less found at att.com/equipmentlist	Special Plan 2	$0.99
Any smartphone found at www.firstnet.com/devices with an undiscounted retail price of $700.00 or more found at att.com/equipmentlist	Special Plan 2	An amount equal to the undiscounted retail price less $699.00
Samsung Tab A Lite	Special Plan 3	$0.99

*Subject to availability.
**Custom Equipment Price does not include applicable taxes and may not be combined with other Equipment-related discounts or other offers.

9.4 Custom Equipment Pricing via Credits for Smartphones with Certain FirstNet Mobile Special Plans. To be eligible for Custom Equipment Pricing via Credits for Smartphones, Participating Entity must, during the term of the Sub-PA: (a) Purchase the Qualified Device from Contractor with an AT&T Equipment Installment Plan with or without Next Up*** for a new or upgrade-eligible existing Agency Paid User line of Service on the corresponding FirstNet Special Plan; and (b) activate such new Agency Paid User line of Service on, or migrate such existing Agency Paid User line of service to, the FirstNet Special Plan. Custom Equipment Pricing via Credits is available for the term of the Sub-PA.

TABLE 9.4
CUSTOM EQUIPMENT PRICING VIA CREDITS WITH CERTAIN FIRSNET MOBILE SPECIAL PLANS

Qualified Device*	FirstNet Special Plan	Custom Equipment Price**
Any smartphone found at www.firstnet.com/devices with an undiscounted retail price of $449.99 or less found at att.com/equipmentlist	Special Plan 1	$0.00 after up to $449.99 in credits
Any smartphone found at www.firstnet.com/devices with an undiscounted retail price of $450.00 or more found at att.com/equipmentlist	Special Plan 1	An amount equal to the undiscounted retail price less up to $449.99 in credits
Any smartphone found at www.firstnet.com/devices with an undiscounted retail price of $699.99 or less found at att.com/equipmentlist	Special Plan 2	$0.00 after up to $699.99 in credits
Any smartphone found at www.firstnet.com/devices with an undiscounted retail price of $700.00 or more found at att.com/equipmentlist	Special Plan 2	An amount equal to the undiscounted retail price less up to $699.99 in credits

*Subject to availability.
Custom Equipment Price does not include applicable taxes on the undiscounted retail price of the Qualified Device, which will be due at sale, and may not be combined with other Equipment-related discounts or other offers. Custom Equipment Price is achieved via a discount applied, in roughly equal monthly credits, to the undiscounted retail price of the Qualified Device over the entire 36-mo. installment agreement term. **Discount will not exceed the lower of the undiscounted retail price of the Qualified Device or the maximum credits you are eligible for under this offer. *For example only:* If the undiscounted price of the Qualified Device is $400 and the FirstNet Special Plan is FirstNet Mobile Special Select Unlimited – Standard plan, Customer will have 36 monthly installment payments of $11.11/mo. and be eligible for 36 monthly credits of $11.11/mo. (a maximum discount of $400), but if the undiscounted price of the Qualified Device is $1,000 and the FirstNet Special Plan is FirstNet Mobile Special Select Unlimited – Standard plan ,Customer will have36 monthly installment payments of $27.78/mo. and be eligible for 36 monthly credits of $12.50/mo. (a maximum discount of $449.99). CRU line of service must be on a qualified installment agreement, active on the FirstNet Special Plan and in good standing for 30 days to qualify. To get all monthly credits, Customer must maintain the Qualified Device on both the FirstNet Special Plan and the installment agreement for the entire term. **If**

Qualified Device*	FirstNet Special Plan	Custom Equipment Price**
Customer changes or cancels the FirstNet Special Plan, upgrades the Qualified Device, or pays off the installment agreement early, monthly credits will cease, and device balance will be due. It may take up to 2 billing cycles after activation for the monthly credits to appear. Each monthly credit will appear on the applicable invoice as a per line credit applied to the Qualified Device. Customer will receive catch-up credits once credits start. ***Requires purchase with qualifying 0% APR 36-month installment agreement; undiscounted retail price will be divided into 36 monthly installments. Installment agreement starts when Qualified Device is shipped. Purchase is subject to the corresponding installment plan terms and conditions set forth in the Service Guide and Sales Information, as well as Customer's Retail Installment Agreement.		

9.5. Recurring Credits on FirstNet Special Plans. Custom Equipment Pricing via Credits is available for the term of the Sub-PA.

TABLE 9.5
RECURRING CREDITS ON FIRSTNET SPECIAL PLANS

Recurring Credit Amount	FirstNet Special Plan*	Eligibility Requirements
$20.00/month	Special Plan 1	• Activate a new Agency Paid User line of service on, or migrate an existing Agency Paid User line of service to, the corresponding FirstNet Special Plan during the Offer Period; and • Each eligible Agency Paid User line must continue to be on the corresponding FirstNet Special Plan at the time the Recurring Credit is applied.**
$20.00/month	Special Plan 2	
$10.00/month	Special Plan 3	• Activate a new Agency Paid User line of service on the corresponding FirstNet Special Plan during the Offer Period; and • Each eligible Agency Paid User line must continue to be on the corresponding FirstNet Special Plan at the time the Recurring Credit is applied.**
$5.00/month	Special Plan 3	
*Except as modified, the FirstNet Special Plans are subject to the terms and conditions set forth in the applicable Sales Information. **Each Recurring Credit will appear on the applicable invoice as a per line credit applied to the Monthly Service Charge before application of discounts, taxes, surcharges and fees assessed on the FirstNet Solution. It may take up to 2 billing cycles after activation for the Recurring Credit to appear.		

Section 10. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the Sub-PA; (b) the PA; (c) the Master Agreement; and (d) any valid Order issued in connection therewith.

Section 11. Entire Agreement. The Master Agreement, the PA, and this Sub-PA set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations, or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the Sub-PA as of the Sub-PA Effective Date.

AT&T CORP.

By: Lori V Oliver
, duly authorized

Name: Lori V Oliver

Title: Conract Manager

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
, duly authorized

Name: _____

Title: _____

Date: 9/7/2023

Date:

Business Associate Agreement

This Agreement is made effective the 1st of October, 2023, 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 AT&T Mobility LLC, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an

individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise

administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

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

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

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

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

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

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, 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: Jonathan Follis
Mason Van Houweling	Name: Jonathan Follis
Title: CEO	Title: Business Sales Executive
Date:_____	Date: 09/11/2023

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	AT&T Mobility LLC	
(Include d.b.a., if applicable)		
Street Address:	PO Box 6463	**Website:** www.att.com
City, State and Zip Code:	Carol Stream, IL 60197-6463	**POC Name:** **Email:** jf395k@att.com
Telephone No:	480-468-6510	**Fax No:** na
Nevada Local Street Address: **(If different from above)**	62750 austi parkway	**Website:** www.att.com
City, State and Zip Code:	Las Vegas, NV 89119	**Local Fax No:** na
Local Telephone No:	702-609-5488	**Local POC Name:** Ben Zamaripa **Email:** bz8410@att.com

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

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

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

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

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.

Jonathan Follis
Signature

Jonathan Follis
Print Name

Business Sales Executive
Title

09/06/2023
Date

DISCLOSURE OF RELATIONSHIP

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

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

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:

Jonathan Follis
Signature

Jonathan Follis
Print Name
Authorized Department Representative

Board of Directors
William E. Kennard
Scott T. Ford
Glenn H. Hutchins
Stephen J. Luczo
Michael B. McCallister
Beth E. Mooney
Matthew K. Rose
John Stankey
Cynthia B. Taylor
Luis A. Ubiñas

Executive Officers of AT&T and Its Affiliates
John Stankey
Thaddeus Arroyo
Pascal Desroches
Ed Gillespie
David Huntley
Kellyn Smith Kenny
Lori Lee
Jeremy Legg
David McAtee II
Jeff McElfresh
Angela Santone

Title
Independent Chairman of the Board
Chief Executive Officer
Glenn H. Hutchins
Managing Partner
Retired Chairman of the Board and Chief Executive Officer
Retired Chairman and Chief Executive Officer
Retired Chairman and Chief Executive Officer
Chief Executive Officer and President
President and Chief Executive Officer
Chairman

Title
Chief Executive Officer and President
Chief Strategy and Development Officer
Senior Executive Vice President and Chief Financial Officer
Senior Executive Vice President – External and Legislative Affairs
Senior Executive Vice President and Chief Compliance Officer
Chief Marketing and Growth Officer
Global Marketing Officer and Senior Executive Vice President – International
Chief Technology Officer
Senior Executive Vice President and General Counsel
Chief Operating Officer
Senior Executive Vice President – Human Resources

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

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

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Master Agreement with MediQuant, LLC for archival software and services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000854000
Description: Data Ark Software and Services
Bid/RFP/CBE: NRS 332.115(1)(h) – Computer software
Term: 3 years from effective date, with two 1-year options
Amount: NTE $1,029,850.00
Out Clause: Budget Act and Fiscal Fund Out

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

BACKGROUND:

Since August 31, 2017, UMC has had an Agreement with MediQuant, LLC ("MediQuant") for DataArk archiving software solution that provides a hosted environment where payroll and accounts receivable data will be stored to ensure compliance and availability.

This request is to renew the Master Agreement with MediQuant to continue to subscribe to its software solution and support services. UMC will compensate MediQuant a NTE $1,029,850.00 for three (3) years from the effective date, with the option to extend for two 1-year periods. Staff also requests authorization for the Hospital CEO to exercise any extension options within his delegation of authority if deemed beneficial to UMC.

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

MediQuant holds a Clark County business license.

Cleared for Agenda
September 20, 2023

Agenda Item #
10

MediQuant, LLC
6200 Oak Tree Blvd., Suite 150
Independence, Ohio 44131
Phone: 440-746-2300

September __, 2023

On behalf of all of us at MediQuant, LLC ("MediQuant"), we would like to extend our gratitude to you and your colleagues for the opportunity to submit this contract for DataArk software and service. Our number one goal is to provide you with a trusted and proven solution for all of your archiving needs today and into the future.

MediQuant looks forward to working with your team throughout the contract review process. Please don't hesitate to contact us with any questions.

Included in this contract are the below items:

- Master Agreement
- Exhibit A – License and/or Service Order – DataArk
- Exhibit B - Support Services Policy
- Exhibit C - Business Associates Agreement
- Exhibit D - Licensee Tax Exempt Certificate
- Exhibit E – Service Level Agreement

To process a final contract, MediQuant requests that all of the above exhibits be completed in their entirety and returned to MediQuant with any applicable Purchase Orders. Thank you!

Sincerely,

Jim Jacobs

CEO & President

Licensor: MediQuant, LLC 6200 Oak Tree Blvd., Suite 150 Independence, OH 44131	**Licensee:** University Medical Center of Southern Nevada 1800 W. Charleston Blvd. Las Vegas, NV 89102

RECITALS

A. Licensor and Licensee entered into a prior Master Agreement (the "Prior Agreement") on or about August 31, 2017. Parties acknowledge and agree upon execution of this Master Agreement (the "New Agreement"), the Prior Agreement will hereby terminate. The software and services purchased under the Prior Agreement will now be transferred and governed under this New Agreement as summarized in Exhibit A License and/or Service Order 1.

B. Licensee is responsible for payment of all outstanding invoices pertaining to the Prior Agreement.

1. Definitions. The following terms will have the following meanings:

1.1 "Confidential Information" means any and all information disclosed (orally, in writing and/or through tangible goods or records) by one party to the other party, before or after the effective date of this New Agreement with regard to a party's business, strategies, methods or assets including, without limitation, business and financial information, Trade Secrets (as defined in 18 U.S.C. §1839(3)) , marketing, advertising, promotional and pricing strategies and plans, the terms, provisions and conditions of all agreements between the parties, all technical information, including inventions, product ideas and product improvements, all information concerning the parties' customers and suppliers, including each customer or supplier's residence, e-mail and business address, telephone number, information concerning the products and services purchased by a customer or from a supplier, and the needs, habits and a party's course of dealing with each such customer and/or supplier. Notwithstanding, Confidential Information does not include information which the recipient party can establish by written evidence that: (a) as of the effective date, was in the public domain; (b) becomes a part of the public domain after the effective date through no fault of the recipient party; but only to the extent that it becomes part of the public domain; (c) was already in the possession of the recipient party and not as a result of the actions of the disclosing party; or (d) is subsequently obtained by recipient party from a third party who was not under an obligation of confidentiality to the disclosing party.

1.2 "Documentation" means the user guide to the Licensed Software, release notes, schematics and descriptions embedded in the Licensed Software, such as help screens.

1.3 "Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all utility and design patents, (b) all trademarks, service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks and corporate names, together with all translations, adaptations, derivations, and combinations thereof, and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable and derivative works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations and renewals in connection therewith, (e) all trade secrets and confidential information, (f) all computer software (including data, source codes and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium), or similar intangible personal property

1.4 "Licensed Software" means the software and database described in the License and/or Service Order(s) attached hereto as Exhibit A and incorporated herein by reference.

2. Grant of Nonexclusive License. Subject to the terms and conditions of this New Agreement, and subject to Licensee's timely payment of all fees specified herein, Licensor hereby grants to Licensee a nonexclusive, nontransferable, limited use license and right to use the Licensed Software and the Documentation only at Licensee's specified site location, for Licensee's specified users in each case as set forth on the accompanying License and/or Service Order, and only within the United States. The parties may enter into additional licenses and service orders in the future with respect to other software and/or services and, if so, each of said licenses and service orders will also be governed by this New Agreement. In each instance, the License and/or Service Order will state whether the foregoing license is either perpetual or a term limited license. Licensee hereby agrees that Licensor will have the right, from time to time, upon reasonable prior notice to audit Licensee's use of the Licensed Software and Documentation and Licensee's compliance with the terms of this New Agreement. Licensor will provide any and all support services stated in the License and/or Service Order in accordance with Licensor's Support Services Policy, which is attached hereto as Exhibit B, and incorporated herein by reference. The parties will also abide by the terms of the Business Associate Agreement attached hereto as Exhibit C, and incorporated herein by reference.

3. Proprietary Rights. Licensee hereby acknowledges and agrees to all of the following: (a) the Licensed Software (and all copies thereof) and the Documentation (and all copies thereof) are the copyrighted, proprietary, and confidential property of Licensor, and that as between Licensor and Licensee, all right, title and interest in and to the Licensed Software and the Documentation including, but not limited to, all Intellectual Property associated therewith are owned by, belong to and remain with Licensor and not Licensee; (b) Licensee will maintain the Licensed Software, Documentation and Licensor's Confidential Information in confidence and will not sell, transfer, publish, disclose, display, rent, lease, or sublicense the Licensed Software (and any copies thereof) or the Documentation (and any copies thereof) to any third person without Licensor's prior written consent; (c) Licensee will use the Licensed Software and Documentation only for its own internal business use and only in compliance with this New Agreement, and will not use the Licensed Software, Documentation or Confidential Information for any unauthorized purpose; (d) Licensee will not, and will not permit any other person to, disassemble, decompile, reverse engineer, modify, translate, or create derivative works based on the Licensed Software or the Documentation; (e) Licensee will not copy the Licensed Software or Documentation except for (i) up to two archival or backup copies (object code only) for the Licensed Software and Documentation provided that such copies must be reproduced with and incorporate all of Licensor's protective notices, including Licensor's copyright notices, and (ii) such copies as reasonably necessary for Licensee to exercise its rights to use the Licensed Software and Documentation pursuant to this New Agreement; and (f) Licensee will be responsible for, and will take appropriate steps to insure compliance by, its employees, agents, and customers with respect to Licensee's obligations under this New Agreement. Licensee warrants that it owns and has full rights to the data being provided to Licensor. Licensor is granted the right by Licensee to analyze, research, aggregate, manipulate, disclose and distribute the data provided to Licensor and that has been de-identified to remove all PHI in accordance with HIPAA and other applicable laws. Notwithstanding, Licensee will not be in breach of this New Agreement for the disclosure of a Trade Secret that (y) is made (1) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

4. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR REVENUE, LOSS OR INACCURACY OF INFORMATION OR DATA, COST OF RECOVERING SOFTWARE OR DATA, LOSS OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, HOWEVER CAUSED, WHETHER IN AN ACTION OR CLAIM ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION OR CLAIM ARISING FROM OR RELATED TO THIS NEW AGREEMENT, THE LICENSED SOFTWARE OR DOCUMENTATION, OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT WITH RESPECT TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCON-

DUCT, IN NO EVENT WILL A PARTY'S AGGREGATE LIABILITY UNDER ANY CAUSE OF ACTION RELATED TO THE NEW AGREEMENT, THE LICENSED SOFTWARE AND/OR THE DOCUMENTATION EXCEED THE PURCHASE PRICE OF THE SOFTWARE.

5. Infringement. Licensor represents to Licensee that, to Licensor's knowledge, neither the Licensed Software nor the Documentation infringes upon the Intellectual Property rights of any third party. Licensee warrants that the data and schema provided to Licensor for loading into the Licensed Software and the use of said data and schema in the Licensed Software does not infringe on the Intellectual Property rights of any third party. Licensee represents that it is solely responsible for the licensing and associated fees of any data that requires licensing and is loaded into Licensor's Software.

6. Indemnification.

6.1 By Licensor. Subject to the limitations stated in Section 4, Licensor will defend, indemnify and hold Licensee (and each of its respective directors, officers, employees, agents and representatives) harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively, the "Losses") arising out of, related to or in connection with a third party claim based upon: (a) Licensor's willful misconduct or gross negligence; (b) any breach of Licensor's representations or covenants set forth in this New Agreement, other than to the extent such Losses are directly attributable to the negligence or willful misconduct of Licensee or any of its respective directors, officers, employees, agents and representatives or to Licensee's failure to perform its obligations hereunder; and (c) Licensor's violation of any law, rule or regulation pertaining to the privacy of patient health information.

6.2 By Licensee. Subject to the limitations stated in Section 4, and to the extent allowed by law, Licensee will defend, indemnify and hold Licensor (and each of its respective directors, officers, employees, agents and representatives) harmless from and against any and all Losses arising out of, related to or in connection with a third party claim based upon: (a) Licensee's willful misconduct or gross negligence; (b) any breach of Licensee's representations or covenants set forth in this New Agreement, other than to the extent such Losses are directly attributable to the negligence or willful misconduct of Licensor or any of its respective directors, officers, employees, agents and representatives or to Licensor's failure to perform its obligations hereunder; and (c) Licensee's violation of any law, rule or regulation pertaining to the privacy of patient health information.

7. Term and Termination.

7.1 Term. The term of this New Agreement will commence upon the execution of this New Agreement by both parties and will continue thereafter for a term of three (3) years (the "Term"). The Agreement may be renewed via mutually executed Amendment not to exceed 5 years total.

BUDGET ACT AND FISCAL FUND OUT: In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the New Agreement between the parties shall not exceed those monies appropriated and approved by Licensee for the then current fiscal year under the Local Government Budget Act. The New Agreement shall terminate and Licensee 's obligations under it shall be extinguished at the end of any of Licensee 's fiscal years in which Licensee'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 New Agreement, provided that Licensee must continue to pay Licensor for an additional 12 months following the termination in accordance with this Section. Licensee agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the New Agreement. In the event this Section is invoked, the New Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Licensee of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated, or the additional 12 months stated above.

7.2 Breach. In the event Licensor, on the one hand, or Licensee, on the other hand, breaches or otherwise fails to perform any part of this New Agreement, or any representation or warranty by such party proves to be false, then the party hereto not in breach may notify the party in breach and de-

mand that such breach or such failure to perform be corrected within a stipulated period, which period will not be less than thirty (30) days following notification; provided, however, that (a) the cure period for Licensee's failure to pay monies due will be fifteen (15) days rather than 30 days for the first three of such failures, and (b) after three failures by Licensee to timely pay monies due (even though later cured), Licensor will, in the case of any subsequent failure by Licensee to timely pay monies due, be entitled to terminate this New Agreement without giving to Licensee a cure period for such breach. If the party in breach fails to correct the breach within the period stated in the written notice of demand for correction, if required, the other party may, in its sole discretion and in addition to any other remedies, terminate this New Agreement by giving the party in breach written notice of termination.

7.3 Return. Upon termination of this New Agreement, any term limited license granted under Section 2 will terminate, and Licensee must cease all use of the Licensed Software and Documentation, and each party will promptly return to the other party or destroy all Confidential Information (as defined herein) of the other party in its possession or control, and will provide the other party with an officer's written certification of its fulfillment of its obligations under this Section 7.3. The forgoing does not apply to perpetual licenses.

7.4 Nonexclusive Remedy. Termination of this New Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

7.5 Survival. The following Sections will survive termination or expiration of this New Agreement for any reason: 3, 4, 6, 8 and 10.

7.6 Return of Licensee's Data. For Licensee's data that is in the Licensor's possession and at the request of Licensee, Licensor agrees that it will cooperate with Licensee and its designee and will provide reasonable disengagement services to enable the return of Licensee's data within 30 days of the termination of this New Agreement. Licensor will return data to Licensee in ASCII text files or other mutually agreed upon format.

8. Limited Warranty. Provided that Licensee meets the required technical requirements and maintains supported operating system, browser and other software required to operate the Software, Licensor warrants to Licensee that from Licensee's first productive use of the Licensed Software, and for so long as Licensee subscribes and pays all applicable support and/or Monthly Access Fees for the Licensed Software, the Licensed Software will perform to the specifications stated in the Documentation and will be free from defects in workmanship, including viruses, for the period specified above. Licensor further warrants to Licensee that the Licensed Software will not fail to execute its programming instructions after the date of license, for the period specified above, due to defects in material and workmanship when properly installed and used (the forgoing warranties are hereinafter collectively referred to as the "Limited Warranty"). If Licensor receives written notice of a Limited Warranty claim during the Limited Warranty period, Licensor will either repair or replace Licensor's products which prove to be defective or Licensor will replace the Licensed Software which does not execute its programming instructions due to such defects. The Limited Warranty does not apply to defects resulting from (a) improper or inadequate maintenance or configuration of licensee's computers and software, (b) software, interfacing, parts or supplies not supplied by Licensor, (c) unauthorized specifications for the product (d) improper site preparation or maintenance, or e) Licensee's improper use of the Licensed Software. Licensee acknowledges and agrees that Licensee's sole remedy for a breach of the Limited Warranty is limited to repair or replacement of the Licensed Software. THE FORGOING LIMITED WARRANTY IS THE SOLE WARRANTY WITH RESPECT TO THE LICENSED SOFTWARE, THE DOCUMENTATION, AND ANY SERVICES PROVIDED HEREIN AND LICENSOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

9. Tax-Exempt Status. Licensee represents to Licensor that Licensee is a tax exempt organization pursuant to the Internal Revenue Code. Attached hereto as Exhibit D and incorporated herein is a copy of Licensee's tax exempt certificate.

10. General Terms.

10.1 Assignment. Licensee may not assign or transfer this New Agreement (or any License and/or Service Order entered into by the parties hereunder) in whole or in part without Licensor's prior written consent (which consent may be given or withheld in Licensor' sole discretion), except that in connection with an assignment of this New Agreement to a successor of Licensee's business. Subject to the provisions of this Section 10.1, the rights and obligations of this New Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10.2 Severability. The invalidity or unenforceability of any particular provision of this New Agreement will not affect the other provisions hereof.

10.3 Waiver. The waiver by any of the parties, express or implied, of any right under this New Agreement or with respect to any failure to perform under or breach of this New Agreement by the other party, will not constitute or be deemed a waiver of any other right under this New Agreement or of any other failure to perform under or breach of this New Agreement by the other party, whether of a similar or dissimilar nature.

10.4 Relationship between the Parties. The parties to this New Agreement are independent contractors, and this New Agreement does not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

10.5 Reserved.

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

10.7 Public Records. Licensor acknowledges that Licensee 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 Licensee receives a demand for the disclosure of any information related to the New Agreement which Licensor has claimed to be confidential and proprietary, Licensee will immediately notify Licensor of such demand and Licensor shall immediately notify Licensee of its intention to seek injunctive relief in a Nevada court for protective order. Licensor shall indemnify, defend and hold harmless Licensee from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Licensor documents in Licensee's custody and control in which Licensor claims to be confidential and proprietary provided that Licensee doesn't disclose the same.

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

10.9 Entire Agreement. This New Agreement and the attached Exhibit(s) supersede all prior and contemporaneous discussions between the parties with respect to the subject matter of this New Agreement. This New Agreement and the attached Exhibit(s) constitute the entire agreement of the

parties with respect to the subject matter thereof, and may not be amended except by a writing signed by both parties. To the extent that the terms of this New Agreement and any of the attached Exhibit(s) are in conflict, the terms of this New Agreement will control.

10.10 Notices. All notices and other communications under this New Agreement will be in writing via U.S. mail:

Licensor: MediQuant, LLC
6200 Oak Tree Blvd., Suite 150
Independence, Ohio 44131
Attn: Mr. James Jacobs
Phone: 440-746-2300 ext. 221
Fax: 440-746-4822

Licensee: University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Attn: Legal Department_____
Phone: _____
Fax: _____

10.11 Fee Increases. After the first year of the New Agreement and having provided at least ninety (90) days prior written notice to Licensee, Licensor may increase the recurring fees specified in the License and/or Service Order no more than once per annum provided such increase does not exceed the percentage increase in the Consumer Price Index or two and one half percent (2.5%) of the previous year's fees, whichever is less.

"Licensor"
MediQuant, LLC

_____
Signature

By: James W. Jacobs Jr.

Title: President and CEO

Date:_____

"Licensee"
University Medical Center of Southern Nevada

_____
Signature

By: _____

Title: Chief Executive Officer_____

Date:_____

Exhibits:

Exhibit A – License and/or Service Order – DataArk
Exhibit B - Support Services Policy
Exhibit C - Business Associates Agreement
Exhibit D - Licensee Tax Exempt Certificate
Exhibit E – Service Level Agreement

EXHIBIT A
LICENSE AND/OR SERVICE ORDERS
DataArk
University Medical Center of Southern Nevada

As of 9/__/2023 the following Attachments to this Exhibit A are included within the Agreement:

Document Name	Order Signature Date	Document Content
License and/or Service Order 1	**Pending**	Transfer of projects from Prior Agreement.

EXHIBIT A

LICENSE AND/OR SERVICE ORDER A- 1
DataArk
Term License

Recitals

A. Parties acknowledge and agree the below projects were completed under the Prior Agreement. Professional Services related to the implementation of these projects were completed and invoiced in full under the Prior Agreement. Recurring License and Access Fees will transfer from the Prior Agreement and will continue to be invoiced on a monthly basis per the below. Licensee is responsible for all outstanding invoices issued under the Prior Agreement.

Project ID#	Project Status	Project Name	Services To Be Invoiced	Recurring Monthly License & Access Fee
4400	Completed	Univ. Medical Center Southern Nevada Clinics Vitalworks Ambulatory PM	$0	$
4401	Completed	Univ. Medical Center Southern Nevada MS4 PA	$0	$
4403	Completed	Univ. Medical Center Southern Nevada MS4 Finance Plus	$0	$
4404	Completed	Univ. Medical Center Southern Nevada MS4 HR/Payroll Plus	$0	$
7386	Completed	UMCSN McKesson Star Hospital Patient Accounting Active	$0	$
8452	Completed	UMCSN McKesson Star PA Active GL Interface	$0	$
		Total	$0	$23,920

B. Parties acknowledge and agree the below projects executed under the Prior Agreement are still in the implementation process. Implementation will be completed under this New Agreement. The fees as stated below were not invoiced under the Prior Agreement and will be invoiced under this New Agreement per the originally contract project milestones.

Project ID#	Project Status	Project Name	Fees to Be Invoiced	
			Services Yet To Be Invoiced	Monthly License & Access Fee
9006	Active -Extract Confirmed	UMCSN Millennium Lab Plus	$	$
9491	Active- Extract Not Confirmed	UMCSN Cerner Pathnet Conversion	$	$0
9548	Active- Extract Not Confirmed	UMCSN Cerner Millennium Pathnet Blood Bank Conversion	$	$0
		Total	$53,817.50	$3,192

**Monthly recurring for project 9006 commenced on 7/18/2023*

C. Parties acknowledge and agree the below projects were cancelled under Prior Agreement. There is no further obligation related to these projects for Licensor or Licensee.

Project ID#	Project Name
4402	Univ. Medical Center Southern Nevada MS4 Orders and Results
6847	Univ Med Center Southern Nevada Vitalworks PM 837 Interface Relay Health
6848	Univ Med Center Southern Nevada Vitalworks PM 835 Interface Relay Health
6849	Univ Med Center Southern Nevada Vitalworks PM Agency Interface United Collection Bureau Inc
6850	Univ Med Center Southern Nevada Vitalworks PM Agency Interface Aargon
6851	Univ Med Center Southern Nevada Vitalworks PM GL Interface SAP
6852	Univ Med Center Southern Nevada Vitalworks PM Self Pay Statement File Interface
7387	UMCSN McKesson Star Legacy HIPAA and ROI
7845	UMCSN McKesson Star PA Active 835 Interface
7894	UMCSN McKesson Star PA Active Agency Interface Argon
7896	UMCSN McKesson Star PA Active Patient Statement File Interface Diamond

D. Total Fee Summary by Year

Fee Type	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Services	$53,818	$0	$0	$0	$0	**$53,818**
Annualized Monthly License & Access Fee	$325,344	$325,344	$325,344	$325,344	$325,344	**$1,626,720**
Annual Total	**$379,162**	**$325,344**	**$325,344**	**$325,344**	**$325,344**	**$1,680,538**
Cumulative Total	**$379,162**	**$704,506**	**$1,029,850**	**$1,355,194**	**$1,680,538**	

a. **Payment Authorization**

i. All invoices shall be submitted by Licensor to Licensee and approved by the following Licensee representative:

Licensee: University Medical Center of Southern Nevada

Name: _____

Title: _____
Address: _____
_____
E-mail Address: _____

ii. Purchase Order required. No____ Yes_____ Purchase Order # _____. If purchase order(s) are required for payment of invoices, purchase order copies for all fees described in Section 5 above will be returned with this signed Order.

iii. Payment terms net 30 days.

b. **Scope Change.** Scope change involving Licensed Software or Services in addition to that described in this License and/or Service Order, will be documented in an amendment to the Order. Additional fees may apply. Scope change that results in a reduction in scope of ordered Licensed Software or Services will be documented in an amendment to the Order. Licensee agrees that Licensor consumed resources must be compensated regardless of project status at any time.

c. **Term**. The term of this Order will commence upon the execution of the Order by both parties and will continue thereafter for a term of three (3) years.

d. **Controlling Agreement.** If a conflict exists between the terms of this Order, or any exhibit attached hereto, and the New Agreement, the terms of the New Agreement will control.

"Licensor" MediQuant, LLC	"Licensee" University Medical Center of Southern Nevada
_____ Signature	_____ Signature
By: James W. Jacobs Jr.	By: _____
Title: President and CEO	Title:_____
Date:_____	Date:_____

Exhibit B
Licensor
DataArk Support Services Policy

1. *Overview.* MediQuant, LLC ("Licensor") will establish and maintain an organization and process to provide support for the Licensed Software to the Licensee.

2. *Support Conditions.* Licensor's obligation to provide Software Support Services (hereinafter defined) for the Licensed Software is subject to the following conditions:
    a. Monthly Access Fees and/or Support Fees for the period Software Support Services have been paid by the Licensee.
    b. The Licensed Software is being used by Licensee in accordance with the terms and conditions of the license granted in Licensor's Master Agreement (the "Agreement").
    c. The processor on which such Licensed Software is being used, any operating system and other system software associated with such processor, and all other software upon which such Licensed Software relies or with which such Licensed Software is interdependent, shall be operating properly.

3. *Support Services.*
    a. Fulfillment of the Limited Warranty.
    b. Diagnosis of problems or performance deficiencies of the Licensed Software as provided in the Limited Software Warranty.
    c. Resolution of the problem or performance deficiencies of the Licensed Software.
    d. Response to questions from the Licensee regarding operation and maintenance of the software, such as establishing security settings, producing reports and screen navigation. Operation and maintenance questions will be coordinated through a single point of contact at the Licensee site.
    e. For cases where the Licensed Software is installed at the Licensee's site, Licensor will assist with back-up restoration. If needed, Licensor will reinstall the Licensed Software one time per year at no additional charge.
    f. Up to 8 hours of web-based training per year may be performed at the request the Licensee at no additional charge.

4. *Support Desk Hours*
    a. The support desk is open from 8 AM to 9 PM Eastern Time excluding holidays and weekends.
    b. 24 x 7 x 365 support is available at an additional fee.

5. *Support Requests:* Licensee will contact Licensor directly for resolution of support requests.

    a. Support requests will generate a support ticket which will be provided to the Licensee and used to track the support episode to conclusion.

    b. Requests for support may be made directly to Licensor via phone call 1-855-880-6334 or 440-447-0321, e-mail to support@mediquant.com or via Licensor's web page http://www.mediquant.com/Customer.html.

    c. Three levels of escalation may be made if, at each stage, the issue is not resolved within a satisfactory period of time:

        i. *Stage 1:* Initial request for support with indication of severity and urgency.
        ii. *Stage 2:* Unresolved at Stage 1, Licensee may escalate to the Licensor Chief Technology Officer.
        iii. *Stage 3:* If not satisfactorily resolved at Stage 2, Licensee may escalate to the Licensor President.

d. Support requests will be made by designated Licensee staff individuals or defined roles within the Licensee's organization.

6. During support hours, Licensor will use commercially reasonable efforts to cure, as described below, reported and reproducible errors in the Licensed Software. Licensor utilizes the following four (4) severity levels to categorize reported problems:
    a. SEVERITY 1, CRITICAL BUSINESS IMPACT. The impact of the reported deficiency is such that the Licensee is unable to either use the Licensed Software or reasonably continue work using the Licensed Software. Licensor will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.
    b. SEVERITY 2, SIGNIFICANT BUSINESS IMPACT. Important features of the Licensed Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Licensed Software are not impacted, the reported deficiency has created a significant, negative impact on the Licensee's productivity or service level. Licensor will commence work on resolving the deficiency within three (3) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.
    c. SEVERITY 3, SOME BUSINESS IMPACT. Important features of the Licensed Software are unavailable, but an alternative solution is available or non-essential features of the Licensed Software are unavailable with no alternative solution. The Licensee impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. Licensor will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.
    d. SEVERITY 4, MINIMAL BUSINESS IMPACT. Licensee submits a Licensed Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Licensed Software by the Licensee is continuing and there is no negative impact on productivity. Licensor will provide an initial response regarding the request within two (2) business days.

7. *Software upgrades*
    a. Software upgrades are included at no additional charge for the purchased modules of the Licensed Software.
    b. Licensor will apply software upgrades directly to Licensee's installed Licensed Software.
    c. Customer will allow at least quarterly upgrades to be performed.

8. *Remote Access to the Software.* If the Licensed Software is hosted by the Licensee, Licensee will provide remote access via VPN or other mutually agreed upon remote access method, to Licensor for the purpose of accessing the servers on which the Licensed Software is installed and providing support services.

9. Terms not defined herein will have the meaning ascribed to said terms in the Agreement. If a conflict exist between the terms of this Support Service Policy and the Agreement, the terms of the Agreement will control.

Exhibit C

Licensee to provide Business Associate Agreement

Business Associate Agreement

This Agreement is made effective the August__, 2023, 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 MediQuant, LLC, an Ohio limited liability company with a mailing address of 6200 Oak Tree Blvd, Suite 150, Independence, Ohio 44131, 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 including the Underlying Agreement; 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, provided the Breach involves UMC data in the custody of Business Associate AND the actions or exploits used to breach the data did not occur or originate from or through UMC systems or persons.

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:_____
Mason Van Houweling	Name:_____
Title: CEO	Title:_____

Date:_____ Date:_____

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Exhibit D

Licensee to insert tax-exempt certificate

KENNY C. GUINN
Governor
THOMAS R. SHEETS
Chair, Nevada Tax Commission
DINO DICIANNO
Executive Director

STATE OF NEVADA
DEPARTMENT OF TAXATION
Web Site: http://tax.state.nv.us
1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada, 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 688-1295
Fax: (775) 688-1303

HENDERSON OFFICE
2550 Paseo Verde Parkway Suite 180
Henderson, Nevada 89074
Phone:(702) 486-2300
Fax: (702) 486-3377

July 3, 2006

ACCOUNT NO.: RCE-004-280
THIS LETTER HAS NO EXPIRATION DATE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BOULEVARD
LAS VEGAS NV 89102

Pursuant to NRS 372.325 and related statutes, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA has been granted sales/use tax exempt status. Direct purchases of tangible personal property made by UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA are exempt from sales/use tax. Fraudulent use of this exemption letter is a violation of Nevada law.

Vendors selling tangible personal property to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA are authorized to sell to them tax exempt. The vendor shall account for the exempt sale on its sales/use tax return under exemptions. For audit purposes, a vendor may use a copy of this letter to document the transaction as tax exempt. However, documentation adequate to prove the purchase was made by a governmental entity is acceptable.

This letter only applies to Nevada sales/use tax and does not provide exemption from any other tax.

Any vendor having questions concerning the use of this sales/use tax exemption letter may contact the Department at one of the district offices listed above.

Sincerely,

for Dino Dicianno
Executive Director

Exhibit E

Service Level Agreement

Service Level Agreement (SLA)
SaaS Model (MediQuant hosts the Software)

In accordance with and subject to the terms of MediQuant, LLC's ("Licensor") Standard Terms and Conditions (the "Agreement"), Licensor represents to Licensee that its co-location services will be available not less than 99.5% of the time, measured on a calendar month basis, exclusive of the Service Unavailability of access to the Licensed Software due to maintenance and upgrades. "Service Unavailability" is calculated as the number of full minutes in any calendar month during which access to the Licensed Software provided by Licensor is not available to Licensee as a result of system access failure at Licensor's datacenter. Subject to Licensor's Support Services Policy, whenever Licensor is notified or otherwise becomes aware of any service interruption, Licensor will notify the Licensee and begin the required steps to reestablish services. If Licensor fails to meet the 99.5% uptime SLA, a credit will be issued to Licensee and applied to the next monthly billing cycle for the fees associated with the affected modules and facilities. Credits will be determined by dividing the minutes of Service Unavailability by total minutes in that calendar month and multiplying the result by the Monthly Access Fees for the affected services. Subject to the terms of the Limited Warranty in the Agreement Licensed Software response time for individual account access will be no more than 5 seconds from the time in which the request is received by the server hosting the Licensed Software to the response returned by the server hosting the Licensed Software. Licensor will perform daily differential back-up of Licensee's database (back up of changes in the database since the last full backup), weekly full back-up of the Licensee's entire data base and retain the back-up copy on-site at Licensor's datacenter. Terms not defined herein will have the meaning ascribed to said terms in the Agreement. If a conflict exists between the terms of this Service Level Agreement and the Agreement, the terms of the Agreement will control.

4890-2123-0206, v. 1

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	MediQuant, LLC		
(Include d.b.a., if applicable)			
Street Address:	6200 Oak Tree Blvd., Suite 150	**Website:**	www.MediQuant.com
City, State and Zip Code:	Independence, OH 44131-6945	**POC Name:**	Kent Altenberg
		Email:	kaltenberg@mediquant.com
Telephone No:	303-396-4113	**Fax No:**	440-527-0203
Nevada Local Street Address: (If different from above)		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:**	
		Email:	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Silversmith	NA	66%
MQ Holdings, Inc.	NA	26%
Other	NA	8%

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

Michael Vantusko
Print Name

CFO
Title

9/11/2023
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
	NONE		

* 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

Michael VanTasko

Print Name
Authorized Department Representative

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

Issue:	**Amendment A05 to Professional Services Agreement with Southern Nevada Health District**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment A05 to Professional Services Agreement with Southern Nevada Health District for sub-recipient grant funding; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5421.006
Fund Name: SNHD EHE (ending HIV Epidemic)
Fund Center: 3000726300
Funded Pgm/Grant: N/A
Description: HIV Prevention Activities Health Department based program
Bid/RFP/CBE: N/A
Term: Same Term
Amount: UMC to receive NTE $1,053,318.00
Out Clause: 30 days w/o cause

BACKGROUND:

On March 31, 2021 UMC entered into a Professional Services Agreement where UMC is a sub-recipient of Southern Nevada Health District's ("SNHD") grant funds received from the Centers for Disease Control and Prevention to develop partnerships with community based organizations to assist with SNHD's efforts in southern Nevada to diagnose patients with HIV, STIs, and Hepatitis, provide treatment for said patients, reduce HIV transmission through evidenced-based prevention practices, respond quickly to HIV outbreaks, and identify and link candidates for PreP/PEP Services. The initial Agreement performance period is from December 1, 2020 through July 31, 2021, for a NTE amount of $1,263.982.00 in grant funding. Amendment A01, effective July 29, 2021, added an additional NTE amount of $1,263,982.00 in grant funding for the performance period from December 1, 2020 through July 31, 2022, and updated the attachments for scope of work, payment, additional grant information and requirements. Amendment A02, effective June 27, 2022, added an additional NTE amount of $1,263,982.00 in grant funding for the performance period from February 1, 2022 through July 31, 2022, and updated the attachments for scope of work, payment, additional grant information and requirements. Amendment A03, effective November 30, 2022, added an additional NTE amount of $1,263,982.00 in grant funding for the performance period from August 1, 2022 through July 31, 2023, and updated the attachments for scope of work, payment, additional grant information and requirements. Amendment A04, effective July 25, 2023, decreased the grant funding by $137,802.00, added the code of conduct, and updated the attachments for scope of work, payment, additional grant information and requirements.

Cleared for Agenda
September 20, 2023

Agenda Item #
11

This Amendment A05 requests to add additional NTE amount of $1,053,318.00 in grant funding for the performance period from August 1, 2023 through May 31, 2024, modified subsection 13.05, and update the attachments for scope of work, payment, additional grant information and requirements.

UMC's Ambulatory Clinical Manager/Wellness has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

AMENDMENT A05 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C2100081

THIS AMENDMENT A05 IS MADE WITH REFERENCE TO Professional Services Agreement ("Agreement"), Effective Date April 3, 2021, and as amended on July 29, 2021, June 27, 2022, November 30, 2022, and July 25, 2023, by and between the Southern Nevada Health District ("Health District") and the University Medical Center of Southern Nevada, Inc. ("Contractor") (individually "Party" and collectively "Parties").

WHEREAS, the Parties mutually desire to add funds to the Agreement, and to extend the end date.

NOW THEREFORE, the pursuant to Subsection 1.05 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

1) The fourth paragraph of the Agreement is hereby deleted in its entirety and replaced with the following:

   WHEREAS, Health District desires to obtain professional services in support of a federal grant received from the Centers for Disease Control and Prevention ("CDC"), which is an operating division of the U.S. Department of Health and Human Services ("HHS"), Federal Award Identification Number NU62PS924642, CFDA Number 93.940–HIV Prevention Activities Health Department Based, program entitled Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States, awarded July 23, 2020, July 20, 2021, July 15, 2022, and July 5, 2023, and as amended on August 20, 2020, October 9, 2020, January 26, 2021, August 5, 2021, October 28, 2021; December 14, 2021, October 21, 2022, and July 7, 2023, with a total amount awarded to Health District of $8,218,974 (the "Grant");

2) The first paragraph of Section 1, Term, Termination, and Amendment, is hereby amended to extend the end date through May 31, 2024.

3) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:

   2. INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:

      ATTACHMENT A-A05: SCOPE OF WORK

ATTACHMENT B-A05: PAYMENT
ATTACHMENT C-A05: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

4) Section 3, Compensation, is increased by $1,053,318, from $3,654,144 to $4,707,462. Section 3 is hereby deleted in its entirety and replaced with the following:

   3. COMPENSATION. Contractor shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A-A05. Contractor will be reimbursed for expenses incurred as provided in Attachment B-A05, Payment. The total not-to-exceed amount of this Agreement is $4,707,462, all of which is funded by the Grant described on the first page of this Agreement; this accounts for 100% of the total funding for the term of the Agreement.

5) Subsection 13.05a) is hereby deleted in its entirety and replaced with the following:

   a) The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are : i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Contractor status changes at any time pursuant to this Subsection 13.05, Contractor agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.

6) Attachment A-A03, Scope of Work, is hereby deleted in its entirety and replaced with Attachment A-A05, which is attached hereto and expressly incorporated by reference herein.

7) Attachment B-A04, Payment, is hereby deleted in its entirety and replaced with Attachment B-A05, which is attached hereto and expressly incorporated by reference herein.

8) Attachment C-A02, Additional Grant Information and Requirements, is hereby deleted in its entirety and replaced with Attachment C-A05, which is attached hereto and expressly incorporated by reference herein.

This Amendment A05 is effective as of the date of the last signature affixed hereto.

Except as expressly provided in this Amendment A05, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A05 to Agreement C2000081.

SOUTHERN NEVADA HEALTH DISTRICT

By:_____
Fermin Leguen, MD, MPH
District Health Officer
Health District UEID: ND67WQ2LD8B1

Date:_____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____
Mason VanHouweling
Chief Executive Officer
Contractor UEID: MCZJML3DMXN5

Date:_____

APPROVED AS TO FORM:

By:_____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

ATTACHMENT A-A05
Scope of Work

Performance Period August 1, 2023 - May 31, 2024

A. Description of Services, Scope of Work and Deliverables

A.1 Contractor will:

(a) Push agreed-upon strategies forward as outlined in the State of Nevada HIV plan concerning opt-out testing for HIV, STIs and Hepatitis, identifying key personnel that will sustain these efforts in quick care clinic and hospital settings.

(b) Develop modifications to its electronic medical records system to identify patients at risk for HIV, STIs, and/or Hepatitis through screening questions asked while medical history is collected by Contractor's medical personnel during patient visits to Contractor's hospital Emergency Room ("ER") and nine (9) external Quick Care clinics ("Quick Care(s)"). Additionally, Contractor will ensure its Electronic Medical Records system collects the necessary testing data for development of a data file and upload into Evaluation Web, and will submit this data file to Health District with agreed upon variables, at least weekly.

(c) Upon receiving training curriculum designed by Nevada AIDS Education and Training Center and Health District, train Contractor's medical personnel on disease identification, client-centered approaches to disease management, rapid treatments approaches for HIV, STIs and Hepatitis, linkage to care for HIV treatments and PrEP/PEP for those at risk for HIV acquisition.

(d) Upon disease identification, offer rapid treatment/care services, or if Quick Care clinic is not set up for immediate treatment of HIV, STIs, Hepatitis and/or PrEP/PEP services, provide same-day navigation to UMC Wellness Center ("Wellness Center").

(e) Upon identifying individuals at-risk for HIV with negative HIV test results, offer such individuals linkage to PrEP/PEP services at designated Quick Care sites and/or at Wellness Center.

(f) Begin onboarding of Contractor's ER and each of its Quick Cares to offer integrated services for HIV, STIs, and Hepatitis throughout Clark County, while establishing the ER and Quick Cares collectively as a primary HIV screening site for targeted zip codes in Clark County.

(g) Meet with Health District monthly for collaboration, brainstorming of ideas, support, and to review work plan progress to date including evaluation outcomes for each objective, as well as project successes and challenges.

(h) Complete and submit the reporting template provided by Health District for submittal to Health District by due dates to be designated by Health District.

(i) Support interdisciplinary healthcare team members across the continuum of the project, identify sources of funding.

A.2 Contractor will work closely with Health District project staff to ensure proper close-out of Grant related obligations.

Performance Period August 1, 2022 - July 31, 2023

B. Description of Services, Scope of Work and Deliverables

B.1 Contractor will:

(a) Push agreed-upon strategies forward as outlined in the State of Nevada HIV plan concerning opt-out testing for HIV, STIs and Hepatitis, identifying key personnel that will sustain these efforts in quick care clinic and hospital settings.

(b) Develop modifications to its electronic medical records system to identify patients at risk for HIV, STIs, and/or Hepatitis through screening questions asked while medical history is collected by Contractor's medical personnel during patient visits to Contractor's hospital Emergency Room ("ER") and nine (9) external Quick Care clinics ("Quick Care(s)"). Additionally, Contractor will ensure its Electronic Medical Records system collects the necessary testing data for development of a data file and upload into Evaluation Web, and will submit this data file to Health District with agreed upon variables, at least weekly.

(c) Upon receiving training curriculum designed by Nevada AIDS Education and Training Center and Health District, train Contractor's medical personnel on disease identification, client-centered approaches to disease management, rapid treatments approaches for HIV, STIs and Hepatitis, linkage to care for HIV treatments and PrEP/PEP for those at risk for HIV acquisition.

(d) Upon disease identification, offer rapid treatment/care services, or if Quick Care clinic is not set up for immediate treatment of HIV, STIs, Hepatitis and/or PrEP/PEP services, provide same-day navigation to UMC Wellness Center ("Wellness Center").

(e) Upon identifying individuals at-risk for HIV with negative HIV test results, offer such individuals linkage to PrEP/PEP services at designated Quick Care sites and/or at Wellness Center.

(f) Begin onboarding of Contractor's ER and each of its Quick Cares to offer integrated services for HIV, STIs, and Hepatitis throughout Clark County, while establishing the ER and Quick Cares collectively as a primary HIV screening site for targeted zip codes in Clark County.

(g) Meet with Health District monthly for collaboration, brain-storming of ideas, support, and to review work plan progress to date including evaluation outcomes for each objective, as well as project successes and challenges.

(h) Complete and submit the reporting template provided by Health District for

submittal to Health District by due dates to be designated by Health District.

(i) Support interdisciplinary healthcare team members across the continuum of the project, identify sources of funding.

B.2 Contractor will work closely with Health District project staff to ensure proper close-out of Grant related obligations.

Performance Period February 1, 2021 - July 31, 2022

C. Description of Services, Scope of Work and Deliverables

C.1 Contractor will:

(a) Push agreed-upon strategies forward as outlined in the State of Nevada HIV plan concerning opt-out testing for HIV, STIs and Hepatitis, identifying key personnel that will sustain these efforts in quick care clinic and hospital settings.

(b) Develop modifications to its electronic medical records system to identify patients at risk for HIV, STIs, and/or Hepatitis through screening questions asked while medical history is collected by Contractor's medical personnel during patient visits to Contractor's hospital Emergency Room ("ER") and nine (9) external Quick Care clinics ("Quick Care(s)").

(c) Upon receiving training curriculum designed by Nevada AIDS Education and Training Center and Health District, train Contractor's medical personnel on disease identification, client-centered approaches to disease management, rapid treatments approaches for HIV, STIs and Hepatitis, linkage to care for HIV treatments and PrEP/PEP for those at risk for HIV acquisition.

(d) Upon disease identification, offer rapid treatment/care services, or if Quick Care clinic is not set up for immediate treatment of HIV, STIs, Hepatitis and/or PrEP/PEP services, provide same-day navigation to UMC Wellness Center ("Wellness Center").

(e) Upon identifying individuals at-risk for HIV with negative HIV test results, offer such individuals linkage to PrEP/PEP services at designated Quick Care sites and/or at Wellness Center.

(f) Begin onboarding of Contractor's ER and each of its Quick Cares to offer integrated services for HIV, STIs, and Hepatitis throughout Clark County, while establishing the ER and Quick Cares collectively as a primary HIV screening site for targeted zip codes in Clark County.

(g) Meet with Health District monthly for collaboration, brain-storming of ideas, support, and to review work plan progress to date including evaluation outcomes for each objective, as well as project successes and challenges.

(h) Complete and submit the reporting template provided by Health District for submittal to Health District by due dates to be designated by Health District.

C.2 Contractor will work closely with Health District project staff to ensure proper close-out of Grant related obligations

Performance Period December 1, 2020 - July 31, 2022

D. Description of Services, Scope of Work and Deliverables

D.1 Contractor will:

(a) Push agreed-upon strategies forward as outlined in the State of Nevada HIV plan concerning opt-out testing for HIV, STIs and Hepatitis, identifying key personnel that will sustain these efforts in quick care clinic and hospital settings.

(b) Develop modifications to its electronic medical records system to identify patients at risk for HIV, STIs, and/or Hepatitis through screening questions asked while medical history is collected by Contractor's medical personnel during patient visits to Contractor's hospital Emergency Room ("ER") and nine (9) external Quick Care clinics ("Quick Care(s)").

(c) Upon receiving training curriculum designed by Nevada AIDS Education and Training Center and Health District, train Contractor's medical personnel on disease identification, client-centered approaches to disease management, rapid treatments approaches for HIV, STIs and Hepatitis, linkage to care for HIV treatments and PrEP/PEP for those at risk for HIV acquisition.

(d) Upon disease identification, offer rapid treatment/care services, or if Quick Care clinic is not set up for immediate treatment of HIV, STIs, Hepatitis and/or PrEP/PEP services, provide same-day navigation to UMC Wellness Center ("Wellness Center").

(e) Upon identifying individuals at-risk for HIV with negative HIV test results, offer such individuals linkage to PrEP/PEP services at designated Quick Care sites and/or at Wellness Center.

(f) Begin onboarding of Contractor's ER and each of its Quick Cares to offer integrated services for HIV, STIs, and Hepatitis throughout Clark County, while establishing the ER and Quick Cares collectively as a primary HIV screening site for targeted zip codes in Clark County.

(g) Meet with Health District monthly for collaboration, brain-storming of ideas, support, and to review work plan progress to date including evaluation outcomes for each objective, as well as project successes and challenges.

(h) Complete and submit the reporting template provided by Health District for submittal to Health District by due dates to be designated by Health District.

Contractor will work closely with Health District project staff to ensure proper close-out of Grant related obligations

ATTACHMENT B-A05
PAYMENT

A. **Grant Year #4.** Payments to Contractor for services performed during Budget Period August 1, 2023 through May 31, 2024 are not to exceed **$1,053,318**. Estimated budget amounts eligible for reimbursement to Contractor for work actually performed and billed for this Budget Period are detailed below.

Budget Period : August 1, 2023 through May 31, 2024 (Grant Year #4)

Personnel Category	**Estimated Amount Eligible for Reimbursement (including fringe):**					**$657,051**
-						
-	**Annual Salary**	**Fringe Rate**	**% of Time**	**Months**	**2023-24 Months Worked/ Budgeted %**	**Estimated Amount Available for Reimbursement**
Position						
-						
Fiscal Analyst	$77,438	45%	10%	10	83.33%	$9,357
Fiscal analyst for all expenditures, budget strategy and reporting. Budget development and management. Audit and advisory input.						
Staff Physician	$203,700	45%	30%	10	83.33%	$73,841
Responsible for performing professional physician services and for performing required administrative duties.						
RN	$116,584	45%	20%	10	83.33%	$28,174
Will be responsible to assist her paneled provider, Dr. Sugay, in patient care, managing in basket, and any clinic needs.						
Medical Assistant	$47,819	45%	50%	10	83.33%	$28,891

Performs routine clerical and clinical tasks within the clinic, assisting physicians and other licensed providers to provide cost effective, quality patient care.						
Care Mgt Support Specialist	$43,534	45%	30%	10	83.33%	$15,781
Supports the interdisciplinary healthcare team members across the continuum. Assists in coordinating; payer communication, transition plan implementation, delivery of patient documentation, identifying sources of funds to pay for medical treatment, determining eligibility for various state, federal and/or other financial assistance programs, and Ryan White.						
Care Mgt Support Specialist	$53,456	45%	15%	10	83.33%	$9,689
Supports the interdisciplinary healthcare team members across the continuum. Assists in coordinating; payer communication, transition plan implementation, delivery of patient documentation, identifying sources of funds to pay for medical treatment, determining eligibility for various state, federal and/or other financial assistance programs, and Ryan White.						
Admissions Representative Specialist	$57,075	45%	100%	10	83.33%	$68,966
Assists in the central admitting areas within PAS, assigns and monitors work of Admitting/Discharge Representatives, obtain additional information or signatures and to perform admitting and discharge functions. Performs in a lead role. Paid by hourly rate.						
Nurse Navigator	$104,270	45%	40%	10	83.33%	$50,397
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						

Nurse Navigator	$113,506	45%	30%	10	83.33%	$41,146
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						
Nurse Navigator	$93,080	45%	40%	10	83.33%	$44,989
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						
Nurse Navigator	$75,254	45%	100%	10	83.33%	$90,932

Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						
RN Case Manager	$115,440	45%	10%	10	83.33%	$13,949
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						
RN Case Manager	$121,659	45%	5%	10	83.33%	$7,350

Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						
Provider 1.0 FTE	$203,700	45%	45%	10	83.33%	$110,762
Provides outpatient care services, evaluation and treatment for HIV infected patients throughout the spectrum of the disease to Ryan White patients.						
RN 1.0 FTE	$115,544	45%	45%	10	83.33%	$62,827
Will be responsible to assist the 0.75 Provider in patient care, managing in basket, and any clinic needs.						

Justification: Please note that we will be splitting time after start of other grants.

-

Total Estimated Fringe Cost:	**$203,912**	**Total Estimated Salary Cost:**	**$453,139**
Total Estimated Budgeted FTE:	5.70000		

Travel Category	**Estimated Amount Available for Reimbursement:**	**$1,825**

Out-of-State Travel **$0**

Title of Trip & Destination such as CDC Conference: San Diego, CA	Cost	# of Trips	# of days	# of Staff	
Airfare: cost per trip (origin & designation) x 1 of trip x 10 of staff	$0			0	$0
Baggage fee: $ amount per person x 1 of trips x 10 of staff	$0			0	$0
Per Diem: $ per day per GSA rate for area x 1 of trips x 10 of staff	$0		0	0	$0

Lodging: $200 per day + $ tax = total $ x 1 of trips x 4 of nights x10 of staff	$0		0	0	$0
Ground Transportation: $ per r/trip x # of trips x # of staff	$0		0	0	$0
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	$0.000			0	$0
Parking: $ per day x # of trips x # of days x # of staff	$0		0	0	$0

In-State Travel **$1,825**

Origin & Destination	Cost	# of miles	# of days	# of Staff	
Airfare: cost per trip (origin & designation) x # of trips x # of staff	$0	0		0	$0
Baggage fee: $ amount per person x # of trips x # of staff	$0	0		0	$0
Per Diem: $ per day per GSA rate for area x # of trips x # of staff	$0	0	0	0	$0
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff	$0	0	0	0	$0
Motor Pool:($ car/day + ## miles/day x $ rate per mile) x # trips x # days	$0.00	0	0		$0
Mileage : staff travel between Wellnes Center and Quick Cares	$0.655	2786	0	8	$1,825
Parking: $ per day x # of trips x # of days x # of staff	$0	0	0	0	$0

Justification: Nurse Navigators, LPNs, Care Management Support Specialist to visit all 9 Quick Care and primary care locations and 2 additional testing sites as needed for testing, education, clinical assessments, meetings etc. "

Operating Category **Estimated Amount Available for Reimbursement::** **$82,424**

	Given Units	Unit Cost	Unit Measure	Amount Requested	Calculated Unit Qty	Total Overall Qty.
Insti Test Kits	5,000	$11.99	1	$59,950.00	**5,000**	**5,000**
Insti Test Controls	25	$76.90	1	$1,923.00	**25**	**25**
Alere HIV Rapid test kits	500	$11.90	1	$5,950.00	**500**	**500**
Female Condoms (500 per box)	500	$1.46	1	$730.00	**500**	**500**
Female Condoms (1000 per box)	2,000	$1.42	1	$2,830.00	**2,000**	**2,000**
Male Condoms (1024 per case)	17,408	$0.12	1	$2,006.00	**17,408**	**17,408**
Pocket Bottle Lube (24 per case) plus shipping	480	$4.97	1	$2,385.00	**480**	**480**
Extra Space Storage Unit Rental $194 month	12	$194.00	12	$2,328.00	**12**	**144**
Other (condom dispensers, bins, misc office and program supplies)	1	$4,322.00	1	$4,322.00	**1**	**1**

Justification: *The above listed supplies are needed to meet the scope of work. Upon disease identification, offer rapid treatment/care services. Medical supplies will be provided to meet scope of work. Office supplies will be provided to accommodate EHE staff at the QC's/PC's.*

Contractual Category	**Estimated Amount Available for Reimbursement:**	**$47,000**

Name of Contractor: **B&P Advertising Media Public Relations:900 South Pavilion Ctr Drv. #170 LV, NV 89144; Tel. # (702) 967-2222** **Total** **$22,000**

Method of Selection: Competitive bid for printing services and marketing. Hospital contract.

Period of Performance: 08/01/23-05/31/24

* Sole Source Justification: Contracted Vendor through Contractor

Budget

Media tactics	$10,000.00
Out of home	$2,000.00
Digital: Social (Facebook/Instagram	$2,500.00
Digital: Trade desk	$2,500.00
Creative: :30 radio spot	$1,500.00
Creative: Outdoor board	$2,000.00
Creative: Social Media ads	$1,500.00
Total Budget	$22,000.00

Method of Accountability: Progress and performance of the contracted consultant will be monitored by Contractor's Marketing department. UMC's Ambulatory leadership will monitor the consultant's work. .

Name of Contractor: **Tegria PO Box Milwaukee, WI 53288-0366 (608) 729-7355 x 212** **Total** **$25,000**

Method of Selection: Competitive bid for IT data support. Hospital contract.

Period of Performance: 8/1/23-05/31/24

Scope of Work: . Build data reports into Epic. Oversee all data needs. Monthly data submissions. Trending. Spot check/data validation to ensure accuracy. CPT/ICD codes changes. New or recall of medications Epic builds. Address clinical EHR needs.

* Sole Source Justification: Contracted Vendor through UMC

Budget

Wellness Center Grant Analytics Support - 20 hours per month @ $125.00 per hour (Aug 2023-May 2024)	$25,000.00
Total Budget	$25,000.00

Method of Accountability:
Scope of work will be monitored by Contractor's IT leadership and Ambulatory team.

Other Category	**Estimated Amount Available for Reimbursement:**	**$32,791.00**

Vendor: **REV Branding 702-809-4924 kevin@revbranding.com**

Justification: *UMC Wellness Center will distribute incentive items for promotional and educational purposes to patients, increasing grant visibility among patients.*

Badge Reels (for incentives, patients and outreach/promotion) 250 @ $1.50	$375
Pens (for incentives, patients and outreach/promotion) 1000 @ 0.68	$680
Water Bottle (for incentives, patients and outreach/promotion) 144 @ $7.99	$1,151
Colored Stress Ball (for incentives, staff/patients and outreach/promotion) 500 @ $1.99	$995
Hand Sanitizer (for incentives, patients and outreach/promotion) 400 @ $1.59	$636
Webcam Cover (for incentives, patients and outreach/promotion) 150 @ $2.78	$417
Tote Bags (for incentives, patients and outreach/promotion) 750 $8.99	$6,743
Drawstring Bags (for incentives, patients and outreach/promotion) 1000 @ $2.75	$2,750
Pencil Pouch (for discretion when passing out condoms) 6000 @ $1.69	$10,140
Lanyards (for incentives, patients and outreach/promotion) 100 @ 2.00	$200
Chapstick 300 @ $1.50	$450
Plastic Bags (for patients to handout condoms in clinic) 10,000 @ 0.40	$4,000
Red Ribbon Pins 300 @ $2.99	$897
Chip Clip 500 @ $1.50	$750
Sun Visor 300 @ $8.69	$2,607

Justification: *UMC Wellness Center will provide incentives to Ambulatory clinical staff for participating in needs assessment surveys, Clinical needs assessments and to increase HIV, STI, STD testing in the 10 Quick Cares and Urgent Cares. Increase Grant visibility among staff.*

TOTAL DIRECT CHARGES	**$ 821,091**

Indirect Charges Category	**Estimated Amount Available for Reimbursement:**	**$ 232,227**

Indirect Methodology: 30% indirect is charged per federally negotiated rate for direct charges *excluding* Contractual Category. Indirect also used for education for MD and RN staff.

TOTAL NOT-TO-EXCEED AMOUNT FOR BUDGET PERIOD AUGUST 1, 2023 THROUGH JULY 31, 2024:	**$ 1,053,318**

B. **Grant Year #3.** Payments to Contractor for services performed during Budget Period August 1, 2022 through July 31, 2023 are not-to-exceed **$1,126,180.** Estimated budget amounts eligible for reimbursement to Contractor for work actually performed and billed for this Budget Period are detailed below.

Budget Period (Grant Year #3): August 1, 2022 through July 31, 2023

Personnel Category	**Total Estimated Costs (including fringe):**					**$ 746,336**
	Annual Salary	**Fringe Rate**	**% of Time**	**Months**	**2022-23 Months Worked/ Budgeted %**	**Estimated Budget**
Position						
Director Ambulatory Services (Aug 2022-Dec 2022) ACTUAL *	$132,704.00	45%	13.39%	5	41.67%	$10,736
Directs the services provided in multiple ambulatory care health centers. Duties include supervision of unit managers; participating in development of programs, facilities, goals, objectives and policies for the centers; development and monitoring of the centers' work plans and budgets; assuring regulatory compliance within the centers; and directing performance improvement activities for the centers.		$ 3,331.69				
Director Ambulatory Services (Jan 2023-July 2023)	$140,608.00	45%	10%	7	58.33%	$11,893
Directs the services provided in multiple ambulatory care health centers. Duties include supervision of unit managers; participating in development of programs, facilities, goals, objectives and policies for the centers; development and monitoring of the centers' work plans and budgets; assuring regulatory compliance within the centers; and directing performance improvement activities for the centers.		$ 3,690.96				
Ambulatory Clinical Manager (Aug 2022-Dec 2022) ACTUAL *	$127,150.40	45%	26.67%	5	41.67%	$20,488
Manages Wellness Clinic and Healthy Living Institute. Duties include determining appropriate staffing levels to achieve organizational goals, participating in development of the unit(s) budget, monitoring the units' compliance with standards and supervision of nursing staff.		$ 6,358.10				
Ambulatory Clinical Manager (Jan 2023-July 2023)	$130,956.80	45%	30%	7	58.33%	$33,230

Manages Wellness Clinic and Healthy Living Institute. Duties include determining appropriate staffing levels to achieve organizational goals, participating in development of the unit(s) budget, monitoring the units' compliance with standards and supervision of nursing staff.		$ 10,312.85				
Quality Analyst (Aug 2022-Dec 2022) ACTUAL *	$61,776	45%	8.21%	5	41.67%	$3,065
Performs complex, sensitive and specialized professional level administrative, organizational, systems, related analysis for Hospital programs and activities.Facilitates QA, staff development and patient education. Facilitates data collection. Participates in community activities.		$ 951.04				
Quality Analyst (Jan 2023-July 2023)	$69,202	45%	10%	7	58.33%	$5,853
Performs complex, sensitive and specialized professional level administrative, organizational, systems, related analysis for Hospital programs and activities.Facilitates QA, staff development and patient education. Facilitates data collection. Participates in community activities.		$ 1,816.54				
Fiscal Analyst (Aug 2022-Dec 2022) ACTUAL *	$72,488	45%	9.23%	5	41.67%	$4,043
Fiscal analyst for all expenditures, budget strategy and reporting. Budget development and management. Audit and advisory input.		$ 1,254.59				
Fiscal Analyst (Jan 2023-July 2023)	$77,438	45%	10%	7	58.33%	$6,550
Fiscal analyst for all expenditures, budget strategy and reporting. Budget development and management. Audit and advisory input.		$ 2,032.76				
Referrals Specialist (Aug 2022-Dec 2022) ACTUAL *	$51,106	45%	9.66%	5	41.67%	$2,982
Grant Referrals, prior authorizations, and data entry. chart audits.Coordinates the referral of patients to medical specialists as requested by physicians, including determining appropriate medical center affiliate to which to refer patients and obtaining pre-authorization for the referral.		$ 925.17				
Referrals Specialist (Jan 2023-July 2023)	$59,197	45%	10%	7	58.33%	$5,007
Grant Referrals, prior authorizations, and data entry. chart audits.Coordinates the referral of patients to medical specialists as requested by physicians, including determining appropriate medical center affiliate to which to refer patients and obtaining pre-authorization for the referral.		$ 1,553.92				

Staff Physician (Aug 2022-Dec 2022) ACTUAL *	$203,700	45%	17.077%	5	41.67%	$21,016
Responsible for performing professional physician services and for performing required administrative duties.		$ 6,522.14				
Staff Physician (Jan 2023-July 2023)	$203,700	45%	30%	7	58.33%	$51,689
Responsible for performing professional physician services and for performing required administrative duties.		$ 16,041.38				
RN (Apr 2023-July 2023)	$116,584	45%	20%	4	33.33%	$11,270
Will be responsible to assist her paneled provider, Dr. Sugay, in patient care, managing in basket, and any clinic needs.		$ 3,497.52				
Medical Assistant (Feb 2023-July 2023)	$47,819	45%	50%	6	50.00%	$17,334
Performs routine clerical and clinical tasks within the clinic, assisting physicians and other licensed providers to provide cost effective, quality patient care.		$ 5,379.64				
Admit/Discharge Supervisor (Aug 2022-Nov 2022) ACTUAL *	$60,570	45%	8.44%	4	33.33%	$2,470
*		$ 766.54				
Care Mgt Support Specialist (Aug 2022-Dec 2022) ACTUAL *	$47,549	45%	22.65%	5	41.67%	$6,506
Supports the interdisciplinary healthcare team members across the continuum. Assists in coordinating; payer communication, transition plan implementation, delivery of patient documentation, identifying sources of funds to pay for medical treatment, determining eligibility for various state, federal and/or other financial assistance programs, and Ryan White.		$ 2,018.86				

Care Mgt Support Specialist (Jan 2023-July 2023)	$43,534	45%	30%	7	58.33%	$11,047
Supports the interdisciplinary healthcare team members across the continuum. Assists in coordinating; payer communication, transition plan implementation, delivery of patient documentation, identifying sources of funds to pay for medical treatment, determining eligibility for various state, federal and/or other financial assistance programs, and Ryan White.		$ 3,428.30				
Mgt Support Specialist (Aug 2022-Dec 2022) ACTUAL *	$47,549	45%	14.66%	5	41.67%	$4,211
Supports the interdisciplinary healthcare team members across the continuum. Assists in coordinating; payer communication, transition plan implementation, delivery of patient documentation, identifying sources of funds to pay for medical treatment, determining eligibility for various state, federal and/or other financial assistance programs, and Ryan White.		$ 1,306.65				
Care Mgt Support Specialist (Jan 2023-July 2023)	$53,456	45%	15%	7	58.33%	$6,782
Supports the interdisciplinary healthcare team members across the continuum. Assists in coordinating; payer communication, transition plan implementation, delivery of patient documentation, identifying sources of funds to pay for medical treatment, determining eligibility for various state, federal and/or other financial assistance programs, and Ryan White.		$ 2,104.83				
Admissions Representative Specialist (Aug 2022-Dec 2022) ACTUAL *	$57,075	45%	100%	5.0235	41.86%	$34,645
Assists in the central admitting areas within PAS, assigns and monitors work of Admitting/Discharge Representatives, obtain additional information or signatures and to perform admitting and discharge functions. Performs in a lead role. Paid by hourly rate.		$ 10,752.02				
Admissions Representative Specialist (Jan 2023-July 2023)	$57,075	45%	100%	6.9765	58.14%	$48,114
Assists in the central admitting areas within PAS, assigns and monitors work of Admitting/Discharge Representatives, obtain additional information or signatures and to perform admitting and discharge functions. Performs in a lead role. Paid by hourly rate.		$ 14,931.94				
Nurse Navigator (Aug 2022-Dec 2022) ACTUAL *	$90,126	45%	31.69%	5	41.67%	$17,257
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients		$ 5,355.39				

obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						
Nurse Navigator (January 2023 - July 2023)	$104,270	45%	30%	7	58.33%	$26,459
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.		$ 8,211.29				
Nurse Navigator (Aug 2022-Dec 2022) ACTUAL *	$99,258	45%	29.85%	5	41.67%	$17,899
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.		$ 5,554.58				
Nurse Navigator (January 2023-July 2023)	$113,506	45%	30%	7	58.33%	$28,802

Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.		$ 8,938.57				
Nurse Navigator (Aug 2022-Dec 2022) ACTUAL *	$93,163	45%	36.38%	5	41.67%	$20,479
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.		$ 6,355.40				
Nurse Navigator (January 2023-July 2023)	$93,080	45%	40%	7	58.33%	$31,492
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital		$ 9,773.40				

connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						
Per Diem Registered Nurse	$86,112	0%	100%	6	20.00%	$17,222
Per diem employees work on an as-needed basis. While per diem means "for each day" and not "as-needed," a per diem position applies to someone who may be needed one day but not the next. Per diem workers' schedules can vary significantly from week to week.		$ -				
LPN (Aug 2022-Dec 11, 2022) ACTUAL *	$62,573	45%	37.33%	4.5	37.50%	$12,701
Will be responsible to assist the MD's and RN's with Rapid HIV testing at the QC/PC locations. Upon disease identification, assist with linkage to care.		$ 3,513.20				
Nurse Navigator (Dec 12, 2022-July 2023)	$75,254	45%	100%	7.5	62.50%	$68,199
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.		$ 21,165.30				
RN Case Manager (Aug 2022-Dec 2022) ACTUAL *	$107,453	45%	28.329%	5	41.67%	$18,391
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited		$ 5,707.48	%			

manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						
RN Case Manager (January 2023-July 2023)	$115,440	45%	10%	7	58.33%	$9,764
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.		$ 3,030.30				
RN Case Manager (Aug 2022-Dec 2022) ACTUAL *	$107,973	45%	23.28%	5	41.67%	$15,186
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.		$ 4,712.74				
RN Case Manager (January 2023 - July 2023)	$121,659	45%	5%	7	58.33%	$5,145
Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track,		$ 1,596.78				

and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.						
Director Patient Access Services (Aug 2022-Dec 2022) ACTUAL *	$103,293	45%	3.55%	5	41.67%	$2,217
Responsible for overseeing the central access team who use Epic to support hospital and ambulatory (clinic and ancillary services) prior authorization, financial clearance and registration related work queue activities.		$ 687.88				
Assistant Director Patient Access Services (Jan 2023-July 2023)	$107,432	45%	4%	7	58.33%	$3,635
Responsible for overseeing the central access team who use Epic to support hospital and ambulatory (clinic and ancillary services) prior authorization, financial clearance and registration related work queue activities.		$ 1,128.04				
Access and Revenue Cycle Analyst (Aug 2022-Dec 2022) ACTUAL *	$92,352	45%	2.37%	5	41.67%	$1,322
Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following Access and Revenue business areas: access, billing, claims supported by the EPIC application. Performs in depth and precise investigation and documentation of business operational specifications and application functionality. Participates in the application build, test, and support.		$ 409.98				
Provider1.0 FTE (Effective 02/2023)	$203,700	45%	45%	6	50.00%	$66,457
Provides outpatient care services, evaluation and treatment for HIV infected patients throughout the spectrum of the disease to Ryan White patients.		$ 20,624.63				
RN 1.0 (Effective 03/2023)	$115,544	45%	45%	5	41.67%	$31,414
Will be responsible to assist the 0.75 Provider in patient care, managing in basket, and any clinic needs.		$ 9,749.03				
IT Data Build (Aug 2022-Dec 2022) ACTUAL *	$71,635	45%	30.615%	5	41.67%	$13,250

Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following core clinical areas including but not limited to: inpatient, ambulatory, ancillary supported by the EPIC application. Performs in depth and precise investigation and documentation of clinical operational specifications and application functionality. Participates in the application build, test, and support. Clinical build of STI panels for various labs.		$ 4,112.02				
IT Data Build (Jan 2023-July 2023)	$79,269	45%	30%	7	58.33%	$20,114
Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following core clinical areas including but not limited to: inpatient, ambulatory, ancillary supported by the EPIC application. Performs in depth and precise investigation and documentation of clinical operational specifications and application functionality. Participates in the application build, test, and support. Clinical build of STI panels for various labs.		$ 6,242.42				

Total Estimated Budget Fringe: **$226,276** **Total Estimated Budget Salary:** **$520,060**

Total Budgeted FTE 11.19113

Travel Category **Total Estimated Travel Cost:** **$2,090**

In-State Travel **$2,090**

Origin & Destination	Cost	# of miles	# of days	# of Staff	
Airfare: cost per trip (origin & designation) x # of trips x # of staff	$0	0		0	$0
Baggage fee: $ amount per person x # of trips x # of staff	$0	0		0	$0
Per Diem: $ per day per GSA rate for area x # of trips x # of staff	$0	0	0	0	$0
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff	$0	0	0	0	$0
Motor Pool:($ car/day + ## miles/day x $ rate per mile) x # trips x # days	$0.00	0	0		$0
Mileage : staff travel between Wellness Center and Quick Cares (08/22-12/22)	$0.625	199	0	8	$995
Mileage: staff travel between Wellness Center and Quick Cares (01/23-07/23)	$0.655	209	0	8	$1,095
Parking: $ per day x # of trips x # of days x # of staff	$0	0	0	0	$0

Justification: Nurse Navigators, LPNs, Care Management Support Specialist to visit all 9 Quick Care and primary care locations and 2 additional testing sites as needed for testing, education, clinical assessments, meetings etc. "

Operating Category **Total Estimated Budget Operating:** **$21,229**

	Given Units	**Unit Cost**	**Unit Measure**	**Calculated Unit Qty**	**Total Overall Qty.**

	500	$11.90		$5,950.00	**500**	**500**
Alere HIV Rapid test kits			1			
	500	$1.46		$730.00	**500**	**500**
Female Condoms (500 per box)			1			
	2,000	$1.42		$2,830.00	**2,000**	**2,000**
Female Condoms (1000 per box)			1			
	17,408	$0.12		$2,006.00	**17,408**	**17,408**
Male Condoms (1024 per case)			1			
	480	$4.97		$2,385.00	**480**	**480**
Pocket Bottle Lube (24 per case) plus shipping			1			
	12	$194.00		$2,328.00	**12**	**144**
Extra Space Storage Unit Rental $333 month			12			
	1	$5,000.00		$5,000.00	**1**	**1**
Other (condom dispensers, bins, misc office and program supplies)			1			

Justification: *The above listed supplies are needed to meet the scope of work. Upon disease identification, offer rapid treatment/care services. Medical supplies will be provided to meet scope of work. Office supplies will be provided to accommodate EHE staff at the QC's/PC's.*

Contractual Category	**Total Estimated Budget Contractual:**	**$70,000**

Name of Contractor: **B&P Advertising Media Public Relations:900 South Pavilion Ctr Drv. #170 LV, NV 89144; Tel. # (702) 967-2222**

Total **$40,000**

Method of Selection: Competitive bid for printing services and marketing. Hospital contract.

Period of Performance: 08/01/22-07/31/23

* Sole Source Justification: Contracted Vendor through UMC

Budget	
Media tactics	$15,000.00
Out of home	$4,000.00
Digital: Social (Facebook/Instagram	$7,000.00
Digital: Trade desk	$5,000.00
Creative: :30 radio spot	$3,000.00
Creative: Outdoor board	$3,000.00
Creative: Social Media ads	$3,000.00
Total Budget	$40,000.00

Method of Accountability: Define - Progress and performance of the consultant will be monitored by UMC's Marketing department. UMC's Ambulatory leadership will monitor the consultant's work.

Name of Contractor: **Tegria PO Box Milwaukee, WI 53288-0366 (608) 729-7355 x 212** **Total** **$30,000**

Method of Selection: Competitive bid for IT data support. Hospital contract.

Period of Performance: 8/1/22-7/31/23

Scope of Work: . Build data reports into Epic. Oversee all data needs. Monthly data submissions. Trending. Spot check/data validation to ensure accuracy. CPT/ICD codes changes. New or recall of medications Epic builds. Address clinical EHR needs.

* Sole Source Justification: Contracted Vendor through UMC

Budget

Wellness Center Grant Analytics Support - 20 hours per month @ $125.00 per hour (Aug 2022-July 2023)	$30,000.00
Total Budget	$30,000.00

Method of Accountability:

Define - Scope of work will be monitored by UMC's IT leadership and Ambulatory team.

Other Category **Total Estimated Budget Other:** **$42,791.00**

Vendor: **REV Branding 702-809-4924 kevin@revbranding.com**

Justification: *Contractor will distribute incentive items for promotional and educational purposes to patients, increasing grant visibility among patients.*

Badge Reels (for incentives, patients and outreach/promotion) 250 @ $1.50	250	$1.50	$375
Pens (for incentives, patients and outreach/promotion) 1000 @ 0.68	1000	$0.68	$680
Water Bottle (for incentives, patients and outreach/promotion) 144 @ $7.99	144	$7.99	$1,151
Colored Stress Ball (for incentives, staff/patients and outreach/promotion) 500 @ $1.99	500	$1.99	$995
Hand Sanitizer (for incentives, patients and outreach/promotion) 400 @ $1.59	400	$1.59	$636
Webcam Cover (for incentives, patients and outreach/promotion) 150 @ $2.78	150	$2.78	$417
Tote Bags (for incentives, patients and outreach/promotion) 750 $8.99	750	$8.99	$6,743
Drawstring Bags (for incentives, patients and outreach/promotion) 1000 @ $2.75	1000	$2.75	$2,750
Pencil Pouch (for discretion when passing out condoms) 6000 @ $1.69	6000	$1.69	$10,140
Lanyards (for incentives, patients and outreach/promotion) 100 @ 2.00	100	$2.00	$200
Chapstick 300 @ $1.50	300	$1.50	$450
Plastic Bags (for patients to handout condoms in clinic) 10,000 @ 0.40	10000	$0.40	$4,000
Red Ribbon Pins 300 @ $2.99	300	$2.99	$897

Chip Clip 500 @ $1.50	500	$1.50	$750
Sun Visor 300 @ $8.69	300	$8.69	$2,607

Vendor: **TBD**

Justification: *UMC Wellness Center will provide incentives to Ambulatory clinical staff for participating in needs assessment surveys, Clinical needs assessments and to increase HIV, STI, STD testing in the 10 Quick Cares and Urgent Cares. Increase Grant visibility among staff.*

Staff Incentive Apparel (Staff- ER & Ambulatory) Apparel for 250 employees at $40 per shirt	$250	$40	$10,000

TOTAL DIRECT CHARGES		**$882,446**
Indirect Charges Category (30% of Direct Charges)	**Total Estimated Budget Indirect Charges:**	**$243,734**

Indirect Methodology: 30% indirect is charged per federally negotiated rate. Paperwork provided. Indirect also used for education for MD and RN staff.

TOTAL NOT-TO-EXCEED AMOUNT (Grant Year #3) August 1, 2022 through July 31, 2023	**$1,126,180**

[ATTACHMENT B-A05 CONTINUED ON THE NEXT PAGE]

C. **Grant Year #2.** Payments to Contractor for services performed during Budget Period February 1, 2022 through July 31, 2022 are not-to-exceed **$1,263,982**. Estimated budget amounts eligible for reimbursement to Contractor for work actually performed and billed are detailed below:

BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
Category: PERSONNEL, Salary	FTE (0.00-4.00)	Annual Salary, each position (for reference only)	Estimated Budget
Director of Ambulatory Services (Six (6) months during Budget Period). Duties include supervision of unit managers; participating in development of programs, facilities, goals, objectives and policies for the centers; development and monitoring of the centers' work plans and budgets; assuring regulatory compliance within the centers; and directing performance improvement activities for the centers.	0.15	$132,704	$9,983
Ambulatory Clinical Manager (Six (6) months during Budget Period). Manages Wellness Clinic and Healthy Living Institute. Duties include determining appropriate staffing levels to achieve organizational goals, participating in development of the unit(s) budget, monitoring the units' compliance with standards and supervision of nursing staff.	0.35	$127,150	$22,251
Executive Director Ambulatory Care (Six (6) months during Budget Period). Directs the provision of the business operations and workflows of the Ambulatory Care Health Centers and Patient Access Services. Duties include setting goals and allocating resources among subordinate organizational units, and directing delivery of services. Provides advice and counsel of organization-wide scope to Contractor's Chief Operating Officer and Chief Financial Officer regarding matters associated with areas of responsibility. Provides strategic direction for Contractor.	0.05	$155,355	$3,884
Project Manager (Six (6) months during Budget Period). Responsible for leading in the designing, implementing, planning and tracking all activities in relation to the grant scope of work. Sets annual goals and process improvement activities to achieve initiatives. Identify needed improvements on operating efficiencies for best use of Contractor Grant funds.	0.50	$103,355	$25,839
Quality Analyst (Four (4) months during Budget Period). Performs complex, sensitive and specialized professional level administrative, organizational, systems, related	0.10	$61,776	$2,059

	BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
	analysis for Hospital programs and activities. Facilitates QA, staff development and patient education. Facilitates data collection. Participates in community activities.			
	Referrals Specialist (Five (5) months during Budget Period). Fiscal analyst for all expenditures, budget strategy and reporting. Budget development and management. Audit and advisory input.	0.10	$51,106	$2,129
	Staff Physician (Six (6) months during Budget Period). Responsible for performing professional physician services and for performing required administrative duties.	0.20	$199,300	$19,930
	LPN (Six (6) months during Budget Period). Assist Contractor MDs and RNs with Rapid HIV testing at the QC/PC locations. Upon disease identification, assist with linkage to care.	0.20	$62,573	$6,257
	LPN (Five (5) months during the Budget Period). Assist Contractor MDs and RNs with Rapid HIV testing at the QC/PC locations. Upon disease identification, assist with linkage to care.	0.20	$65,573	$5,214
	Nurse Practitioner (Six (6) months during the Budget Period). provides outpatient care services, evaluation and treatment for HIV infected patients throughout the spectrum of the disease to Ryan White patients. Graduate of an accredited school of nursing and two (2) years of related clinical nursing experience. Credentialed and licensed in the state of Nevada to practice as an Advanced Practice Nurse. State of Nevada Pharmacy Board license to prescribe medications.	0.30	$112,320	$16,848
	Per Diem Registered Nurse (Six (6) months during the Budget Period on an as-needed basis).	1.00	$86,112	$43,056
	Per Diem LPN (Six (6) months during the Budget Period on an as-needed basis). Provides preventive care and/or treatment to patients in an outpatient or specialty clinic with a variety of conditions, illnesses and/or injuries. Under direct supervision of a Registered Nurse, applies the nursing process to deliver basic, safe, therapeutic care and administering medications for individuals or groups of patients. May provide patient care in a specialty area but not limited to: medical/surgical, labor and delivery, PEDS, and the emergency room. May work with high risk patients	1.00	$65,416	$32,708
	Admit/Discharge Supervisor (Six (6) months each during the Budget Period). Oversee operation of admitting and discharge functions. Responsibilities include performing quality assurance tasks, supervising support staff,	0.30	$60,570	$9,085

BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
resolving charges and insurance code problems and acts as a liaison with other departments.			
Per Diem Admitting/ Discharge Representative (Six (6) months as-needed during the Budget Period). Assists in the central admitting areas within PAS, assigns and monitors work of Admitting/Discharge Representatives, obtain additional information or signatures and to perform admitting and discharge functions. Performs in a lead role.	0.50	$43,825	$10,956
Care Management Support Specialist (Six (6) months during the Budget Period). Supports the interdisciplinary healthcare team members across the continuum. Assists in coordinating; payer communication, transition plan implementation, delivery of patient documentation, identifying sources of funds to pay for medical treatment, determining eligibility for various state, federal and/or other financial assistance programs, and Ryan White.	0.40	$47,549	$9,510
Care Management Support Specialist (Five (5) months during the Budget Period). Supports the interdisciplinary healthcare team members across the continuum. Assists in coordinating; payer communication, transition plan implementation, delivery of patient documentation, identifying sources of funds to pay for medical treatment, determining eligibility for various state, federal and/or other financial assistance programs, and Ryan White.	0.30	$47,549	$3,962
Admissions Representative Specialist, (Six (6) months during the Budget Period). Assists in the central admitting areas within PAS, assigns and monitors work of Admitting/Discharge Representatives, obtain additional information or signatures and to perform admitting and discharge functions. Performs in a lead role.	1.00	$49,254	$24,627
Nurse Navigator (Six (6) months during the Budget Period). Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting	0.40	$90,022	$15,021

	BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
	to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.			
	Nurse Navigator (Five (5) months during the Budget Period). Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.	0.40	$99,258	$16,543
	Nurse Navigator (Six (6) months during the Budget Period). Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.	0.40	$93,163	$18,633
	RN Case Manager (Six (6) months during the Budget Period). Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and	0.40	$107,453	$21,491

	BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
	family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.			
	RN Case Manager (Six (6) months during the Budget Period). Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.	0.40	$107,973	$21,595
	General Lab Services Manager (Six (6) months during the Budget Period). Manages the daily activities of the multiple sections of the clinical laboratories within Contractor's main laboratory, point of care testing activities, and all the outpatient clinics. Duties include recommending appropriate laboratory staff at outpatient clinics, determining appropriate staffing levels to achieve organizational goals for departments within the main laboratory, reviewing and approving purchases of equipment/kits used in outpatient clinics, participates in the departmental budget and strategic planning, selection of equipment and tests, and compliance with the multiple regulatory agencies governing medical laboratories.	0.08	$123,594	$4,944
	Value Analysis Coordinator (Six (6) months during the Budget Period). Identifies opportunities for cost savings related to improved product, service and process standardization and utilization by assessment in the	0.03	$96,532	$1,448

	BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
	selection, evaluation, monitoring, analysis and implementation of cost-effective products, services and processes in the hospital. Provides clinical and strategic expertise that facilitates supply expense management while continuously improving quality, safety and satisfaction, through clinical engagement.			
	Clinical Applications Manager (Six (6) months during the Budget Period). Responsible for overseeing streamlined operation of IT Applications solutions for Epic Inpatient, Outpatient, Ancillary applications/technologies as well as training programs. Plans and manages all aspects of design, implementation and maintenance of applications to effectively apply technology solutions to improve core functions of clinical applications. Contributes to the development of hospital performance improvement strategies.	0.03	$108,389	$1,355
	Customer Support Supervisor (Six (6) months during the Budget Period). Responsible for the supervision of effective hospital-wide information technology operations in desktop support services, help desk support services, and general IT customer service delivery. Ensures computerized data is secure and confidentiality adhered to in accordance with all appropriate regulations. Ensures the computer assets and related services support achievement of established organizational goals. Contributes to the development of hospital performance improvement strategies. Duties include directing and supervising staff, providing technical assistance and establishing standards and procedures. Incumbent is required to have in-depth knowledge of desktop support services, help desk support services, and delivery of quality IT customer services.	0.03	$97,843	$1,223
	Senior Network Engineer (Six (6) months during the Budget Period). Provide technical lead and subject matter expertise in hospital networking support. Responsible for designing, developing, installing, testing, and maintaining all Contractor hospital networks that link computers, peripherals, communication equipment and video equipment using cabling methods or wireless transmissions and software. To include; routers, switches, access devices and the hospitals email and active directory systems.	0.03	$88,483	$1,106
	Assistant Director Patient Access Services (Six (6) months during the Budget Period). Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following core clinical areas	0.04	$103,293	$2,066

	BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
	including but not limited to: inpatient, ambulatory, ancillary supported by the EPIC application. Performs in depth and precise investigation and documentation of clinical operational specifications and application functionality. Participates in the application build, test, and support.			
	Epic Analyst Core Clinical (Six (6) months during the Budget Period). Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following core clinical areas including but not limited to: inpatient, ambulatory, ancillary supported by the EPIC application. Performs in depth and precise investigation and documentation of clinical operational specifications and application functionality. Participates in the application build, test, and support.	0.03	$87,485	$1,094
	Access and Revenue Cycle Analyst (Six (6) months during the Budget Period). Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following Access and Revenue business areas: access, billing, claims supported by the EPIC application. Performs in depth and precise investigation and documentation of business operational specifications and application functionality. Participates in the application build, test, and support.	0.03	$92,352	$1,154
	Revenue Integrity Analyst (Six (6) months during the Budget Period). Maintains the Charge master fee schedule in accordance with established coding practices and governmental regulatory requirements. Conducts quality control audits and review charge capture clinical workflows for missed revenue opportunities. Creates action plans for capturing missed revenue. Identifies edits in patient management/billing software that impacts billing accuracy. Ensures CPT, HCPCS and revenue codes are accurate and compliant will all charging and billing guidelines. Serves as a liaison between Revenue Cycle and clinical operations and information technology regarding revenue, compliance, and clinical workflow build.	0.03	$85,280	$1,279
	Epic Analyst Access & Revenue Cycle (Six (6) months during the Budget Period). Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following Access and Revenue business areas: access, billing, claims supported by the EPIC application. Performs in depth and precise investigation and documentation of business operational specifications and application functionality. Participates in the application build, test, and support.	0.03	$82,822	$1,242

	BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
	Epic Analyst Core Clinical (Six (6) months during the Budget Period). Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following core clinical areas including but not limited to: inpatient, ambulatory, ancillary supported by the EPIC application. Performs in depth and precise investigation and documentation of clinical operational specifications and application functionality. Participates in the application build, test, and support.	0.03	$87,173	$1,090
	Director Patient Accounting (Six (6) months during the Budget Period). Provides leadership and direction for the business office and accounts receivable management services of Contractor's hospital. Responsibility includes overseeing the billing, collections, up front benefit verifications, payment posting, customer service recovery to include providing management reports and analysis in a manner which will contribute to the achievement of the hospital's financial goals.	0.03	$150,966	$1,887
	Revenue Integrity Analyst (Six (6) months during the Budget Period). Maintains the Charge master fee schedule in accordance with established coding practices and governmental regulatory requirements. Conducts quality control audits and review charge capture clinical workflows for missed revenue opportunities. Creates action plans for capturing missed revenue. Identifies edits in patient management/billing software that impacts billing accuracy. Ensures CPT, HCPCS and revenue codes are accurate and compliant will all charging and billing guidelines. Serves as a liaison between Revenue Cycle and clinical operations and information technology regarding revenue, compliance, and clinical workflow build.	0.03	$88,899	$1,333
	IT Data Build (Six (6) months during the Budget Period). Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following core clinical areas including but not limited to: inpatient, ambulatory, ancillary supported by the EPIC application. Performs in depth and precise investigation and documentation of clinical operational specifications and application functionality. Participates in the application build, test, and support.	0.50	$71,635	$17,909
	ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT PERSONNEL, SALARY CATEGORY:			**$389,355**
	Category: PERSONNEL, Fringe Benefits	FTE (0.00-4.00)	% of Fringe	Estimated Budget
	Director Ambulatory Services (Six (6) months during the Budget Period).	0.15	45%	$4,479

	BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
	Ambulatory Clinical Manager (Six (6) months during the Budget Period).	0.35	45%	$10,013
	Grant Project Manager (Six (6) months during the Budget Period).	0.50	45%	$11,627
	Quality Analyst (Four (4) months during the Budget Period).	0.10	45%	$927
	Fiscal Analyst (Four (4) months during the Budget Period).	0.10	45%	$1,087
	Referrals Specialist (Five (5) months during the Budget Period).	0.10	45%	$958
	Staff Physician (Six (6) months during the Budget Period).	0.20	45%	$8,969
	LPN (Six (6) months during the Budget Period).	0.20	45%	$2,816
	LPN (Five (5) months during the Budget Period).	0.20	45%	$2,346
	Nurse Practitioner (Six (6) months during the Budget Period).	0.30	45%	$7,582
	Admit/Discharge Supervisor (Six (6) months each during the Budget Period).	0.30 total	45%	$4,088
	Care Management Support Specialist (Six (6) months during the Budget Period).	0.40	45%	$4,279
	Care Management Support Specialist (Five (5) months during the Budget Period).	0.20	45%	$1,783
	Admissions Representative Specialist (Six (6) months during the Budget Period).	1.00	45%	$11,082
	Nurse Navigator (Five (5) months during the Budget Period).	0.40	45%	$11,082
	Nurse Navigator (Five (5) months during the Budget Period).	0.40	45%	$7,444
	Nurse Navigator (Six (6) months during the Budget Period).	0.40	45%	$8,385
	RN Case Manager (Six (6) months during the Budget Period).	0.40	45%	$9,671
	RN Case Manager (Six (6) months during the Budget Period).	0.40	45%	$9,718
	General Lab Services Manager (Six (6) months during the Budget Period).	0.08	45%	$2,225
	Value Analysis Coordinator (Six (6) months during the Budget Period).	0.03	45%	$652
	Clinical Applications Manager (Six (6) months during the Budget Period).	0.03	45%	$610
	Customer Support Supervisor (Six (6) months during the Budget Period).	0.03	45%	$550
	Senior Network Engineer (Six (6) months during the Budget Period).	0.03	45%	$498
	Assistant Director Patient Access Services Six (6) months during the Budget Period).	0.04	45%	$930

	BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
	Epic Analyst Core Clinical (Six (6) months during the Budget Period).	0.03	45%	$492
	Access and Revenue Cycle Analyst (Six (6) months during the Budget Period).	0.03	45%	$519
	Revenue Integrity Analyst (Six (6) months during the Budget Period).	0.03	45%	$576
	Epic Analyst Access & Revenue Cycle (Six (6) months during the Budget Period).	0.03	45%	$559
	Epic Analyst Core Clinical, (Six (6) months during the Budget Period).	0.03	45%	$490
	Director Patient Accounting (Six (6) months during the Budget Period).	0.03	45%	$849
	Revenue Integrity Analyst (Six (6) months during the Budget Period).	0.03	45%	$600
	IT Data Build (Six (6) months during the Budget Period).	0.50	45%	$8,059
	ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT PERSONNEL, FRINGE BENEFITS CATEGORY:			**$135,577**
	ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT PERSONNEL, SALARY AND FRINGE BENEFITS CATEGORIES:			**$524,933**
	Category: Operating Below items needed by Contractor to meet the Scope of Work for Grant Year #2	Quantity	Cost Per	Estimated Budget
	Insti Test Kits	8,000	$11.99	$95,920.00
	Insti Test Controls	45	$76.90	$3,460.50
	Alere HIV Rapid test kits $11.90 each, total	230	$11.90	$2,737.00
	Alere controls	20	$48.16	$963.20
	Timers	60	$9.17	$550.00
	Sharps Containers	100	$18.00	$1,800.00
	Disposable kidney basins to transport Rapid HIV test supplies	6,400	$0.05	$335.36
	Roll out carts for Nurse Navigators	5	$30.00	$150.00
	Medical Refrigerators	2	$2,162.50	$4,325.00
	HIV Testing in the ER/ED for underinsured or uninsured patients	3,500	$9.35	$32,725.00
	Boxes of Alcohol Swabs, 100 units per box	245	$0.75	$183.75
	Boxes of Gloves, 200 pairs per box	150	$29.74	$4,461.00
	Cases of Condoms, 1000 units per case	52	$88.00	$4,576.00
	Cases of Lubrication, 1000 per case	20	$52.00	$1,040.00
	Boxes of Band Aids, 100 per box	115	$1.83	$210.45
	Boxes of Masks, 50 units per box	650	$4.42	$2,873.00
	Extra space, storage unit rental	6 mos	$333.00	$2,000.00
	Covers for smart monitors	25	$513.52	$12,838.00
	Miscellaneous supplies including exam room paper, lancets, sanitizing sprays and wipes	1	$10,000	$10,000

BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT OPERATING CATEGORY:			**$181,148**
Category: TRAVEL	# of Trips	Cost per Trip	Available for Reimbursement
Mileage, Current GSA rate per mile or $0.56/mile X 96 miles per round trip per week to all Quick Cares and Primary Cares.	320	$53.76	$17,203
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT TRAVEL CATEGORY:			**$17,203**
Category: EQUIPMENT	Quantity	Cost Per	Estimated Budget
Amwell telemedicine carts.	7	$13,750.13	$96,250.88
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT EQUIPMENT CATEGORY:			**$96,250.88**
Category: CONTRACTUAL			Estimated Budget
B&P Advertising Media Public Relations ("Subcontractor #1"). Subcontractor #1will increase awareness of rapid HIV testing capabilities at Contractor Quick Cares and Primary Cares. Target Audience: Primary: 25-44, Secondary: African American, Hispanic, LGBTQA, and other minority groups, Tertiary: 16+. Geography: Las Vegas. Scheduling/Seasonality: November 1st - December 31st , 2021. Media tactics: Broadcast radio. Utilize radio to build awareness and carry the message to reach key audiences and encourage getting tested. Out of Home Ideas include placement along the main I-95, I-215, I-515, and I-15 highways to capture locals while commuting across the valley and on transit/bus shelters in specific communities. Leverage both Facebook/Instagram, still the most widely accessed social media platform, and Subcontractor #1's programmatic platform The Trade Desk, targeting audience with ads as they explore websites across the Internet, to reach people where they are spending their time online. Copywriting for one (1) 30 second radio spot. Cost includes all changes. Radio Production – Production of one (1) 30 second radio spot that includes studio time, editing, music license, talent license and delivery of spot to the stations			$56,655.00
Blue Tree Network ("Subcontractor #2). Subcontractor #2 will build data reports into Epic, oversee Contractor's Grant-related data needs, submit data monthly. Subcontractor #2 will track trending, spot check/data validation to ensure accuracy, perform CPT/ICD code changes, perform new or recall of medications Epic builds, address Contractor's clinical EHR needs.			$122,664.00
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT CONTRACTUAL CATEGORY:			**$179,319**
Category: OTHER Incentives	Quantity	Cost Per	Estimated Budget
Clear Backpacks, promotional incentive for staff and patients	350	$10.99	$3,847
Messenger bags, promotional incentive for staff and patients)	100	$11.99	$1,199
Water Bottles, promotional incentive for staff and patients	380	$16.65	$6,327

	BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022 (Grant Year #2)			
	Pens, promotional incentive for staff and patients)	3,000	$1.22	$3,660
	Attire, to be given to Contractor's Ambulatory clinical staff for participating in needs assessment surveys and to increase HIV, STI, and STD testing in the nine (9) Quick Cares and Urgent Cares, while increasing Grant visibility among staff.	Lot	N/A	$20,000
	Bags for condoms (for patient privacy/discretion)	Lot	N/A	$2,000
	ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT OTHER CATEGORY:			**$37,033**
	ESTIMATED BUDGET TOTAL FOR DIRECT COSTS (AS DETAILED ABOVE)			**$1,035,887**
	Category: INDIRECT COSTS		Adjusted Direct Costs (for reference only)	Estimated Budget
	Administrative costs: 30% of Direct Costs, excluding Categories: Equipment and Contractual		$760,317	$228,095
	Total Indirect:			$228,095
	NOT TO EXCEED TOTAL FOR BUDGET PERIOD AUGUST 1, 2021 THROUGH JULY 31, 2022			$1,263,982

D. **Grant Year #1**. Payments to Contractor for services performed during Budget Period December 1, 2020 through July 31, 2022 are not-to-exceed **$1,263,982**. Estimated budget amounts eligible for reimbursement to Contractor for work actually performed and billed are detailed below:

	BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2022 (Grant Year #1)			
	Category: PERSONNEL, Salary	FTE (0.00-4.00)	Annual Salary (for reference only)	Estimated Budget
	Project Manager (Six (6) months during Budget Period). Responsible for leading in the designing, implementing, planning, and tracking of all activities in relation to the Agreement Scope of Work. Sets annual goals and process improvement activities to achieve initiatives. Identify needed improvements on operating efficiencies for best use of Grant funds.	0.50	$103,355	$25,839
	Staff Physician (Six (6) months during Budget Period). Responsible for performing professional physician services and for performing required administrative duties.	0.15	$199,300	$14,948
	LPN (One (1) month during Budget Period). Assist MDs and RNs with Rapid HIV testing at the QC/PC locations. Upon disease identification, assist with linkage to care.	1.00	$62,573	$5,214
	Per Diem Registered Nurse. (To work for a total of two (2) months on an as-needed basis during the Budget Period.)	0.20	$86,112	$2,870

	BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2022 (Grant Year #1)			
	Per Diem LPN (Four (4) positions for two (2) months each on an as-needed basis during the Budget Period) Provides preventive care and/or treatment to patients in an outpatient or specialty clinic with a variety of conditions, illnesses and/or injuries. Under direct supervision of a Registered Nurse, applies the nursing process to deliver basic, safe, therapeutic care and administering medications for individuals or groups of patients. May provide patient care in a specialty area but not limited to: medical/surgical, labor and delivery, PEDS, and the emergency room. May work with high risk patients.	4.00	$65,416/each	$43,611
	Per Diem Physician (To work for a total of two (2) months on an as-needed basis during the Budget Period). Responsible for performing professional primary care physician services. Establishes and maintains relationships with patients; participates in a call schedule; provides outstanding customer service.	0.10	$199,300	$3,322
	Care Management Support Specialist (One (1) month during the Budget Period). Supports the interdisciplinary healthcare team members across the continuum. Assists in coordinating; payer communication, transition plan implementation, delivery of patient documentation, identifying sources of funds to pay for medical treatment, determining eligibility for various state, federal and/or other financial assistance programs, and Ryan White.	1.00	$47,549	$3,962.42
	Admissions Representative Specialist (Two (2) months during the Budget Period). Assists in the central admitting areas within PAS, assigns and monitors work of Admitting/Discharge Representatives, obtain additional information or signatures and to perform admitting and discharge functions. Performs in a lead role.	1.00	$49,254	$8,209
	Per Diem Admitting/Discharge Representative (Four (4) positions for two (2) months each on an as-needed basis during the Budget Period)	4.00	$43,825	$29,217
	RN Case Manager (Six (6) months during the Budget Period). Assists in providing a system of health care delivery at Contractor locations which utilizes a coordinated, collaborative, multi-disciplinary approach to assess, plan, coordinate and evaluate the health care needs of patients throughout the health care continuum. The Nurse Case Manager serves as an advanced clinical resource to patients, families, staff and physicians in the delivery of care.	1.00	$107,453	$53,727

	BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2022 (Grant Year #1)			
	General Lab Services Manager (Six (6) months during the Budget Period). Manages the daily activities of the multiple sections of the clinical laboratories within Contractor's main laboratory, point of care testing activities, and all the outpatient clinics. Duties include recommending appropriate laboratory staff at outpatient clinics, determining appropriate staffing levels to achieve organizational goals for departments within the main laboratory, reviewing and approving purchases of equipment/kits used in outpatient clinics, participates in the departmental budget and strategic planning, selection of equipment and tests, and compliance with the multiple regulatory agencies governing medical laboratories.	0.05	$123,594	$3,090
	Nurse Navigator (Two (2) months during the Budget Period). Works collaboratively with the Hospital Discharge Planning Team, Outpatient Care Centers, and Ambulatory Clinics to assess, educate, plan, facilitate, track, and monitor patients needing navigation into HIV care. Ensures that follow up services including Ryan White services are addressed. Assists the patient and family to navigate through possible barriers to care ensuring that patients obtain medical access and referral resources in an efficient and expedited manner. Assesses knowledge about HIV, provides general information about HIV then, facilitates access to insurance, medical care and medications for patients. Works with patient and interdisciplinary team within the hospital connecting to outside agencies for services needed; including inter-facility transfers, inpatient admissions and discharges from outpatient facilities and the ED, ensuring smooth transition of care to the provider of patient's choice.	1.00	$93,163	$15,527
	IT Interface (Six (6) months during the Budget Period) Responsible for a specified team of Decision Support Cost Analysts. Coordinates projects, developing policies and procedures, assuring department product quality, mentoring, training, hiring, and performance appraisals. Provides financial decision support to the organization, while promoting finance based ideas and insights with a complete view of the business. Works with departments to ensure activities and initiatives align with hospital strategy while maintaining focus on bottom line results.	0.30	$112,674	$16,901
	IT Interface (Six (6) months during the Budget Period) Performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their	0.30	$75,566	$11,335

	BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2022 (Grant Year #1)			
	security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. Recommends and monitors computing practices to ensure that individual and departmental access and rights, resources, and information are secure. Coordinates the handling of security incidents, recoveries, breaches, intrusions, and/or system abuses.			
	IT Data Interface (Six (6) months during the Budget Period) Performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. Recommends and monitors computing practices to ensure that individual and departmental access and rights, resources, and information are secure. Coordinates the handling of security incidents, recoveries, breaches, intrusions, and/or system abuses.	0.30	$67, 850	$10,178
	IT Data Interface (Six (6) months during the Budget Period) Performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. Recommends and monitors computing practices to ensure that individual and departmental access and rights, resources, and information are secure. Coordinates the handling of security incidents, recoveries, breaches, intrusions, and/or system abuses.	0.30	$65,166	$9,775
	IT Data Interface (Six (6) months during the Budget Period) Performs all procedures necessary to ensure the safety of information systems assets and to protect systems from intentional or inadvertent access or destruction. Interfaces with user community to understand their security needs and implements procedures to accommodate them. Ensures that user community understands and adheres to necessary procedures to maintain security. Recommends and monitors computing practices to ensure that individual	0.30	$72,530	$10,880

	BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2022 (Grant Year #1)			
	and departmental access and rights, resources, and information are secure. Coordinates the handling of security incidents, recoveries, breaches, intrusions, and/or system abuses			
	IT Data Interface (Six (6) months during the Budget Period). Develops and maintains BI platform that serves the decisions making needs of the hospital. Collaborates with decision makers across the hospital to assess data and reporting needs, assists in the building of the necessary data structure, and contribute to the development of reports and dashboards to streamline the decision making process across user levels.	0.50	$90,022	$22,506
	IT Data Interface (Six (6) months during the Budget Period). Develops and maintains BI platform that serves the decisions making needs of the hospital. Collaborates with decision makers across the hospital to assess data and reporting needs, assists in the building of the necessary data structure, and contribute to the development of reports and dashboards to streamline the decision making process across user levels.	0.50	$101,650	$25,413
	IT Data Build (Six (6) months during the Budget Period). Serves as a strategic leader of clinical and business applications ensuring the successful application of technology principles (work flow redesign, technical configuration, and training development) for clinics, service lines, and hospital. Provides planning, organization, preparation, coordination, standardization and strategic direction for enterprise wide applications from a clinical and revenue operational perspective.	0.50	$126,568	$31,642
	IT Data Build (Six (6) months during the Budget Period). Responsible for overseeing streamlined operation of IT Applications solutions for Epic Inpatient, Outpatient, Ancillary applications/technologies as well as training programs. Plans and manages all aspects of design, implementation and maintenance of applications to effectively apply technology solutions to improve core functions of clinical applications. Contributes to the development of hospital performance improvement strategies.	0.50	$101,296	$25,324
	IT Data Build (Six (6) months during the Budget Period). Responsible for analyzing work flows and understanding policies, procedures and constraints in any of the following core clinical areas including but not limited to: inpatient, ambulatory, ancillary supported by the EPIC application. Performs in depth and precise investigation and documentation of clinical operational specifications	0.50	$71,635	$17,909

BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2022 (Grant Year #1)			
and application functionality. Participates in the application build, test, and support.			
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT PERSONNEL, SALARY CATEGORY:			**$420,612**
Category: PERSONNEL, Fringe Benefits	FTE (0.00-4.00)	% of Fringe	Estimated Budget
Grant Project Manager	0.50	45%	$11,627
Staff Physician	0.15	45%	$6,726
LPN	0.20	45%	$2,346
Care Management Support Specialist	1.00	45%	$1,783
Admissions Representative Specialist	1.00	45%	$3,694
RN Case Manager	1.00	45%	$24,177
General Lab Services Manager	0.05	45%	$1,390
Nurse Navigator	1.00	45%	$6,987
IT Interface	0.30	45%	$7,605
IT Interface	0.30	45%	$5,101
IT Data Interface	0.30	45%	$4,580
IT Data Interface	0.30	45%	$4,399
IT Data Interface	0.30	45%	$4,896
IT Data Interface	0.50	45%	$10,127
IT Data Interface	0.50	45%	$11,436
IT Data Build	0.50	45%	$14,239
IT Data Build	0.50	45%	$25,324
IT Data Build	0.50	45%	$8,059
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT PERSONNEL, FRINGE BENEFITS CATEGORY:			**$140,569**
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT PERSONNEL, SALARY AND FRINGE BENEFITS CATEGORIES:			**$561,182**
Category: Operating Below items needed by Contractor to meet the Scope of Work	Quantity	Cost Per	Estimated Budget
Orasure HIV Rapid test kits	2,000	$11.21	$22,420
Orasure controls	25	$25.00	$625
Alere HIV Rapid test kits	501	$11.90	$5,962
Alere controls	20	$48.16	$963
HIV Testing in the ER/ED for underinsured or uninsured patients	5,922	$9.35	$55,371
Cases of Condoms, 1000 units per case	753	$88.00	$66,264
Cases of Lube, 1000 units per case	752	$52.00	$39,104
Boxes of Band Aids, 100 units per box	405	$1.83	$741
Boxes of Cotton Balls, 100 units per box	400	$0.97	$388
Boxes of Alcohol Swabs, 100 units per box	400	$0.75	$300
Boxes of Gloves, 250 pairs per box	940	$29.74	$27,956

BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2022 (Grant Year #1)				
Face Shields	2,000	$4.78	$9,560
Eye Goggles	2,000	$2.96	$5,920
Cases of Gowns, 40 units per case	3,600	$0.73	$2,628
Boxes of Masks, 50 units per box	7,725	$4.42	$34,145
Boxes of Sneeze Guards, 18 units per box	45	$209.00	$9,405
Plantronics Headset	40	$194.00	$7,760
Office Chairs	35	$249.00	$8,715
L Shaped desks for EHE staff to be staffed at QC/PC	20	$255.99	$5,120
Medical Refrigerator	1	$2,162.33	$2,163
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT OPERATING CATEGORY:			**$305,510**
Category: TRAVEL	# of Round Trips	Cost per Trip	Available for Reimbursement
Mileage, Current GSA rate per mile or $0.56/mile X 96 miles per round trip per week for all Quick Cares and Primary Cares.	60	$53.76	$3,326
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT TRAVEL CATEGORY:			**$3,326**
Category: EQUIPMENT	Quantity	Cost Per	Estimated Budget
Steel storage cabinet to store EHE supplies at Quick Cares and Primary Cares.	15	$1,199	**$17,985**
Smart Monitors to deploy through Ambulatory to showcase educational materials and videos for patients and staff	25	$800	**$20,000**
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT EQUIPMENT CATEGORY:			**$37,985**
Category: CONTRACTUAL			Estimated Budget
B&P Advertising Media Public Relations ("Subcontractor") Subcontractor will provide Contractor marketing services, including media tactics, out-of-home advertising, social media presence/advertising, Trade Desk media buys, and a 30 second radio spot			$50,000
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT CONTRACTUAL CATEGORY:			**$50,000**
Category: OTHER HIV incentives	Quantity	Cost Per	Estimated Budget
Clear Backpacks	1,104	$10.99	$12,133
Messenger bags	1,049	$11.99	$12,566
Folders with pockets to hand out materials for patients who test	Lot	N/A-	$9,996
ESTIMATED BUDGET, APPROVED TOTAL AVAILABLE FOR REIMBURSEMENT OTHER CATEGORY:			**$34,695**
ESTIMATED BUDGET TOTAL FOR DIRECT COSTS (AS DETAILED ABOVE)			**$992,598**

	BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2022 (Grant Year #1)			
	Category: INDIRECT COSTS		Adjusted Direct Costs (for reference only)	Estimated Budget
	Administrative costs: 30% of Direct Costs, excluding Categories: Equipment and Contractual		$904,613	$271,384
	Total Indirect:			$271,384
	NOT TO EXCEED TOTAL FOR BUDGET PERIOD DECEMBER 1, 2020 THROUGH JULY 31, 2022			$1,263,982

The following provisions are applicable to all Budget Periods:

E. Contractor must receive documented approval from Health District prior to redirecting any portion of the Estimated Budget from any one Category for use in another Category.

(a) A Health District approved redirection moving 10% or more between Categories will be mutually agreed upon in writing by the Parties through amendment of this Agreement pursuant to Subsection 1.05 of the Agreement.

E.2 Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. No payments will be made in excess of the not-to-exceed amount of this Agreement.

E.3 Expenses incurred by Contractor after the end date of each Budget Period will not be eligible for reimbursement from funds allocated to the respective Budget Period.

E.4 Contractor will not bill more frequently than monthly for the term of the Agreement. Each invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties as identified in the Agreement.

(a) Contractor must bill Health District for services actually performed in a timely manner.

(b) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required and shall be maintained by the Contractor in accordance with cost principles applicable to this Agreement.

(c) Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.

(d) Invoices are subject to approval by Health District project and fiscal staff.

(e) Contractor is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties. Additionally, the Health District may terminate this Agreement for cause as described in Section 1 of the Agreement, and may withhold payment to Contractor, and/or require that Contractor return some or all payments made with Grant funds to Health District.

(f) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.

E.5 Health District will not be liable for interest charges on late payments.

E.6 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.

ATTACHMENT C-A02
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

A. As a subrecipient receiving reimbursement made with Grant funds, Contractor agrees to ensure its compliance with the following Grant specific requirements:

A.1 Grant funds will not be used to supplant existing financial support for Contractor programs.

A.2 Consistent with 45 CFR 75.113, subrecipients must disclose, in a timely manner in writing to the Health District, the CDC, and the HHS Office of the Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations. Disclosures must be sent in writing to the Health District, the CDC, and to HHS OIG at the following addresses:

Southern Nevada Health District
Legal Department, Attention: Sr. Compliance Specialist
280 S. Decatur Blvd.
Las Vegas, NV 89107

AND

CDC, Office of Grants Services
Anthony Fultz, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 1-Office of Infectious Disease
2939 Flowers Rd MSTV-2
Atlanta, GA 30341
Email: afultz@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
FAX: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (*See* 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

B. In addition to federal laws, regulations and policies, Contractor agrees to ensure its compliance as applicable with the CDC's General Terms and Conditions for Non-Research

awards located at:

https://www.cdc.gov/grants/federalregulationpolicies/index.html.

C. Contractor agrees to ensure its compliance as applicable with provisions of Notice of Funding Opportunity PS20-2010 Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States ("NOFO") Terms and Conditions. A full copy of PS20-2010 can be found at

https://www.cdc.gov/hiv/pdf/funding/announcements/ps20-2010/CDC-RFA-PS20-2010.pdf

Provisions of Notice of Funding Opportunity PS20-2010 include, but are not limited to the following:

C.1 Grant funds may not be used for research.

C.2 Grant funds may not be used for clinical care except as allowed by law.

C.3 Grant funds may be used only for reasonable program purposes, including personnel, travel, supplies and services as detailed in this Agreement.

C.4 Generally, Grant funds may not be used to purchase furniture or equipment, unless any such proposed spending is clearly identified in this Agreement.

C.5 Reimbursement of costs preceding the beginning of the defined performance period is not permitted without prior written authorization from Health District.

C.6 Other than for normal and recognized executive-legislative relationships, Grant funds may not be used for:

(a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body

(b) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

C.7 Contractor must comply with the administrative and public policy requirements outlined in 45 CFR Part 75 and the HHS Grants Policy Statement (*see* below Section G of this Attachment C), as appropriate. Brief descriptions of relevant provisions are available at http://www.cdc.gov/grants/additionalrequirements/index.html#ui-id-17.

(a) The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR 75, can be found at: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75

D. COVID-19 WORKPLACE SAFETY: GUIDANCE FOR FEDERAL CONTRACTORS AND SUBCONTRACTORS. Contractor certifies it will comply with COVID-19 vaccination

requirements pursuant to Executive Order 14042 and the Safer Federal Workforce Task Force's COVID-19 Workplace "COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors" (collectively, the "Mandate"). Additionally, should Contractor use Grant funds to compensate its subcontractor(s) for services provided, in whole or in part, Contractor will ensure subcontractor Mandate compliance as appropriate; including but not limited to the inclusion of language similar to this Section D in any Grant funded subcontract for services. Contractor acknowledges its obligation to flow this requirement down to its subcontractors providing Grant funded services, and will inform such subcontractors of their obligation to do the same.

Executive Order 14042 can be viewed online at:

https://www.saferfederalworkforce.gov/downloads/Guidance%20for%20Federal%20Contractors_Safer%20Federal%20Workforce%20Task%20Force_20211110.pdf

Safer Federal Workforce Task Force's document, "COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors" can be viewed online at:

https://www.saferfederalworkforce.gov/downloads/Guidance%20for%20Federal%20Contractors_Safer%20Federal%20Workforce%20Task%20Force_20211110.pdf

E. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.

E.1 2 CFR §200.322, DOMESTIC PREFERENCES FOR PROCUREMENTS. As is appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

F. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:

F.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

F.2 TERMINATION. All federally funded contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

F.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided

under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

F.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts

for transportation or transmission of intelligence.

F.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

F.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F.8 ENERGY EFFICIENCY. The Parties will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

F.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(a) Furthermore, each of Contractor's vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

F.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress,

or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

F.11 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. Contractor will ensure its compliance as applicable with the Investment and Jobs Act (IIJA), codified as Public Law 117-58 on November 15, 2021, and as may be amended from time to time; provisions of which as of the time of the execution of this Agreement are proposed by the federal Office of Management and Budget (OMB) to be adopted as new part 184 in 2 CFR Chapter I to support implementation of IIJA, and to further clarify existing requirements within 2 CFR 200.322. These proposed revisions are intended to improve uniformity and consistency in the implementation of "Build America, Buy America (BABA) requirements across government. OMB's proposed action, dated February 9, 2023, can be reviewed online at https://www.federalregister.gov/documents/2023/02/09/2023-02617/guidance-for-grants-and-agreements. Public Law 117-58 may be reviewed online at https://www.congress.gov/bill/117th-congress/house-bill/3684/text.

H. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract to procure or obtain;

(i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

H.1 *See* Public Law 115—232, section 889 for additional information.

H.2 *See* also 2 CFR §§200.216 and 200.471, as may be amended from time to time.

I. HHS SPECIFIC REQUIREMENTS. Contractor agrees to comply as applicable with Uniform Guidance Requirements, Cost Principles, and Audit Requirements for HHS awards, codified at 45 CFR Part 75. Contractor further agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, which is available online at:

http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf. Applicable terms and conditions may include, but not be limited to, the following:

I.1 ACTIVITIES ABROAD. Contractor must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

I.2 AGE DISCRIMINATION. The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

I.3 CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

I.4 CONTROLLED SUBSTANCES. Contractor is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the subrecipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine

therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

I.5 EDUCATION AMENDMENTS OF 1972. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

I.6 LIMITED ENGLISH PROFICIENCY. Recipients of federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

I.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an

administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

I.8 PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

Research involving select agents and recombinant DNA molecules also is subject to the NIH Guidelines for Research Involving DNA Molecules (see "Guidelines for Research Involving DNA Molecules and Human Gene Transfer Research" in this section).

I.9 REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

I.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

I.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.

I.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

I.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

I.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

I.15 U.S.A. PATRIOT ACT. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act" in this subsection).

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

Issue:	**Amendment Two to Purchasing Agreement with Steris Corporation for Phase I of the Surgical Suite Refresh Project**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Two to Purchasing Agreement with Steris Corporation for Phase I of the surgical suite refresh project; authorize the Chief Executive Officer to exercise any future amendments within his delegated authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: CC Cap Equip Transfer
Fund Center: 3000999901 / 3000702100 Fund Name: UMC Operating Fund
Description: Phase I of the Surgical Suite Refresh Project Funded Pgm/Grant: N/A
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
Term: Amendment 2 – extend for one (1) year from effective date
Amount: Amendment 2 – additional NTE $519,942.74; total aggregate amount of NTE $2,985,816.13

Out Clause: Budget Fiscal Fund Out

BACKGROUND:

On May 26 2022, the Governing Board approved the Purchasing Agreement for Surgical Lights and Equipment Booms (Phase I) with Steris Corporation ("Steris"), whereby UMC purchased medical equipment through Steris and Steris performs renovation and installation of that equipment in UMC's OR surgical rooms. UMC agreed to compensate Steris a NTE amount of $2,334,830.72 for an estimated seven (7) months for build-out, installation, and one-year warranty on equipment. Amendment One, effective June 28, 2023, added the Indigo light cleaning system to OR rooms 12, 14, and the endoscopy unit at an additional cost of $131,042.67.

This Amendment Two requests to increase the funding by an additional NTE amount of $519,942.74, and extend the term for one (1) year from the effective date to ensure the current fire safety standards are met.

Cleared for Agenda
September 20, 2023

Agenda Item #
12

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

Steris currently holds a Clark County business license.

AMENDMENT TWO TO THE AGREEMENT
BETWEEN
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
STERIS, INC. AGREEMENT
FOR SURGICAL LIGHTS AND EQUIPMENT BOOMS

THIS AMENDMENT TWO ("Amendment") is entered into as of the date last signed by the parties below ("Amendment Effective Date") by and between STERIS Corporation (hereinafter referred to as "STERIS") and University Medical Center of Southern Nevada (hereinafter referred to as "CUSTOMER or OWNER"). STERIS and CUSTOMER are collectively referred to herein as the "Parties".

WHEREAS, STERIS and CUSTOMER have previously executed the Agreement for Surgical Lights and Equipment Booms ("Agreement") effective June 6, 2022; subsequently executed Amendment One effective June 28, 2023 (collectively, the Agreement); and

WHEREAS, STERIS and CUSTOMER desire to further amend the Agreement with this Amendment Two.

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

1. Exhibit A. Phase 1 Quotation, shall be amended to ensure the current Fire Safety Standards are met for an additional $519,942.74 to reflect a new aggregate budget allowance of not to exceed $2,985,816.13. See attached Quote No: DSTAUDE1572176 for the added items.

2. The PWP ID Number is PWP-CL-2022-375.

3. All other terms of the Agreement not amended herein shall remain in full force and effect. If any term of this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the signatories below have the authority necessary to bind the Parties identified herein and have executed this Amendment Two to be effective as of the Amendment Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Signature: _____

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

STERIS CORPORATION

Signature: _____

Name: Tony Siracusa

Title: VP & General Manager

Date: 09/11/2023

Reviewed and approved as to form by the
STERIS Corporation Legal Department

CLM 09/11/2023

Attorney Initials Date

Quote No: DSTAUDE1572176

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102, US
ATTN: Angela Ortega, Clinical Supervisor (Phone: 702-201-7836)

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600
GLN: 0724995000004

Revision No: 3
Date: 08 September 2023
Submitted By:
Darcy Schroeder, Account Manager

Please submit your quote and purchase order directly to your Account Manager or to RegionalSalesSupport@steris.com

STERIS is pleased to make the following proposal for your consideration:
Customer is a Member of and purchasing under the Group Purchasing Agreement by and between STERIS and HealthTrust, ("GPO Agreement"). As a result, the GPO Agreements negotiated by HealthTrust listed below, on behalf of Customer, shall govern this Quotation Number and Purchase. STERIS HealthTrust GPO Agreements are:

HPG 997 Chemicals-Instrument Decontamination, HPG 1428 Low Temperature Liquid Chemical, 40952 Sterilization Monitoring – Steam & EO, HPG 4660 Surgical Lights & Equipment Booms, HPG 4667 Surgical Tables & Accessories, HPG 4675 Sterilizers, Washers, and Warming Cabinets, HPG 4974 Sterilizers - Low Temperature, HPG 5354 Instrument & Scope Care, Cleaning & Protection Accessories, HPG 5916 AER, and HPG 5920 US Endoscopy Instrument & Scope Care, Cleaning & Protection Accessories. V-PRO® Sterilizer Upgrade Promotion

Quote No: DSTAUDE1572176

STERIS

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Item	Equipment #	Description	Quantity	Extended Discount Price
1.0000	SE60190	• 6 weeks General Conditions and General Requirements	1	67,873.33
2.0000	SE60190	change plumbing waste lines from no hub PVC(this is for the original plumbing design and changed per UMC request)	1	12,166.42
4.0000	SE60190	• Remove existing 2nd floor waste lines above OR's 12 &14 and replace with new CPVC waste lines: (per UMC Request):	1	63,037.25
5.0000	SE60190	• Provide and install 15 new service valves to the Medgas system as required for proper shutoff/isolation/maintenance	1	64,186.56
6.0000	SE60190	provide upgrade controls for HVAC-Honeywell	1	103,416.48
9.0000	SE60190	electrical changes per Delta 4 and 5	1	34,353.00
10.0000	SE60190	relocate existing phone cabinet in phase 1 from hallway to new cabinet/nurse call	1	37,330.70
12.0000	SE60190	Delta 5 framing charges:(remove and replace framing in 12 and 14)	1	50,145.36
14.0000	SE60190	Provide and install new fire alarm per code- honeywell	1	62,988.06
15.0000	SE60190	Door/Frames/Hardware changes per date 4/21/23	1	21,667.80
16.0000	SE60190	• Permits/Testing/Inspections for revisions 3,4,5 & 6:	1	2,777.78

Currency: USD	Quote Total Excluding Taxes	519,942.74

Quote No: DSTAUDE1572176

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: NET 30

Terms of Shipping: PPA (Prepay & Add)

FOB: Origin

Quote No: DSTAUDE1572176

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

DELIVERY INSTRUCTIONS

Customer Purchase Order: _____

STERIS Sales Order Number: _____

Delivery Address: _____

Dock Days: **M-F**

Dock Hours: **8:00am-2:00pm**

Precall Required	Yes	No

Note: Carrier will call 24 hours in advance of shipment to notify of delivery the following day.

Appointment Required	Yes	No

Note: If appointment required, carrier will hold shipment till contact below is reached to set a delivery appointment.

Receiving Contact for Required Precall _____

Receiving Contact Phone _____

Receiving Contact Email _____

Dock with Leveler	Yes
Standard Size Dock (48-52" High)	Yes
Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit)	Yes

If no, please specify max length/height of truck that can deliver _____

Proper equipment available at Customer site to unload the equipment	Yes	No

Note: <1,000lbs: a pallet jack probably would suffice; >1,000lbs a fork lift would probably be the preferred method

Liftgate Required*	No	
Inside Delivery Beyond the Dock*	Yes	No

If yes, provide final delivery location (e.g. Room 204, Floor 4) _____

Equipment to be delivered to a construction site	Yes	No

If yes, PPE may be required by carrier. Please specify what PP will be required for delivery. _____

Union Drivers Required on Site	Yes	No

Updated on: 2/13/2023

* = Additional Charges Apply

Quote No: DSTAUDE1572176

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Date: 08 September 2023
Submitted By: Darcy Schroeder
Account Manager

Accepted For:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

Want Date: _____

Ship To Address: _____

_____

Bill To Address: _____

_____

View order history and place orders for accessories, consumables and parts on-line.
Visit us at https://shop.steris.com

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	STERIS Corporation	
(Include d.b.a., if applicable)		
Street Address:	5960 Heisley Road	**Website: www.steris.com**
City, State and Zip Code:	Mentor, OH 44060	**POC Name: Human Resources** **Email: humanresources@steris.com**
Telephone No:	800-548-4873	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.
STERIS Corporation is a privately-owned child company of STERIS plc an Ireland based company that is publicly held. Below lists STERIS Corporation's officers. No Officer owns any substantial financial Interest.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Dan Carestio	President & CEO	0
Mike Tokich	Senior Vice President, Chief Financial Officer	0
Cary Majors	Senior Vice President and President, Healthcare	0
Adam Zangerle	Senior Vice President, General Counsel & Secretary Legal	0

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.

Julie Ann Dengate — Signature

Julie Ann Dengate — Print Name

Contract Administrator — Title

January 10, 2023 — Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Julie Ann Dengate
Signature

Julie Ann Dengate
Authorized Department Representative

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

Issue:	**Professional Services Agreement with Essential Associates Holdings, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Professional Services Agreement with Essential Associates Holdings, LLC for radiology clinical services; authorize the Chief Executive Officer to exercise renewal options within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000861000
Funded Pgm/Grant: N/A
Description: Radiology Clinical Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 12/1/2023 to 11/30/2026 with two 1-year auto renew options
Amount: Estimated $2,616,912 per year; potential aggregated estimate of $13,084,560 if renewals are exercised
Out Clause: 180 days w/o cause after the first year

BACKGROUND:

This request is to enter into a new Professional Services Agreement ("Agreement") with Essential Associates Holdings, LLC ("Provider") to provide Radiological interpretation services in the specialty of radiology performed for the diagnosis, prevention or treatment of disease, and assessment of a medical condition, including but not limited to, the delivery to UMC's Radiology Department and Hospital certain services to patients.

UMC will compensate the Provider the greater of (i) the number of interpreted imaging exams for the prior month multiplied by the applicable fee as set forth in Exhibit A, or (ii) $218,076 (the baseline minimum amount, based on approximately 80% of the volume and modality mix estimates provided by UMC). This amounts to an estimated payment of $2,616,912 per year or potential aggregate NTE $13,084,560 if both renewal options are exercised. This amount may increase if volume of interpretations increase.

Staff also requests authorization for the Hospital CEO to exercise renewal options within his delegation of authority if deemed beneficial to UMC. Either party may terminate this Agreement without cause with a 180-day written notice to the other after the first year of the Agreement.

Cleared for Agenda
September 20, 2023

Agenda Item #
13

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

PROFESSIONAL SERVICES AGREEMENT
(Clinical Services)

This Agreement, is made and entered into as of the date last signed by a party below (the "Effective Date") by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Hospital") and **Essential Associates Holdings, LLC**, a Delaware limited liability company (hereinafter referred to as "Provider"). Hospital and Provider together shall be referred to individually herein as "party" and collectively as "parties."

WHEREAS, Hospital is the operator of a Radiology Department (the "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from physicians who have been properly trained and are fully qualified and credentialed to practice medicine as radiologists;

WHEREAS, Provider desires to contract for and provide said Services in the specialty of radiology, as more specifically described herein; and

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

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Radiology.

1.2 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.3 Member Physicians. Provider's employed or contracted physician(s) mutually appointed by Provider and Hospital (as listed on **Exhibit A-1** and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.4 Services. Radiological interpretation services in the specialty of radiology performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to, the delivery to the Department and Hospital certain Services to patients, as further described herein.

II. PROVIDER'S OBLIGATIONS

2.1 Department Coverage for Services. Provider, by and through its Member Physicians, shall deliver to the Department the following Services:

a. The Services of Member Physicians for Hospital patients at those service sites

identified on **Exhibit A** (the "Service Sites"). Service Sites can be added as necessary with mutual agreement of both parties, consent to which shall not be unreasonably withheld or delayed;

b. A Member Physician will review each Imaging Exam (defined below) off site and prepare a written final report (an "Interpretation") containing Member Physician's assessment of such Imaging Exam. The Interpretation will be transmitted to the ordering Hospital physician within the time frames set forth in **Exhibit A** and in accordance with procedures set forth in this Agreement or otherwise mutually agreed upon by the parties in writing;

c. As between the parties, Hospital shall provide or arrange for appropriate personnel to prepare the radiologic images ("Images") and shall transmit electronically to Provider each Imaging Exam. All Imaging Exams shall identify the patient by Hospital medical record number, patient name, and accession number. "Imaging Exams" shall mean: (i) the Images; (ii) any prior images and interpretations thereof (if available); (iii) patient's electronic medical records associated with the Imaging Exam, including patient's medical history, all prior relevant reports, and relevant information obtained by Hospital to assist Provider in rendering a proper and complete interpretation and diagnosis; (iv) in the case of ultrasound studies, the ultrasonographer's preliminary report of findings, if applicable; and (v) any scanned documents associated with the foregoing. The Imaging Exam shall be transmitted by Hospital to Provider's information and communications system acceptable to Hospital, with such acceptance not to be unreasonably withheld or delayed ("Teleradiology System"). Provider shall operate and maintain (or arrange for the operation and maintenance of) the Teleradiology System and modality interfaces in good working order at its sole cost and expense and in accordance with all applicable rules, regulations, and industry and manufacturer guidelines. The Teleradiology System shall comply with the Hospital's Technology Requirements, which have been provided to Provider;

d. Hospital shall not involve itself in Provider's delivery or performance of the Services, or any aspect of a Member Physician's practice for which a license to practice medicine is required. Provider and Member Physicians shall at all times exercise independent professional medical judgment in performance of the Services. Provider and Member Physicians shall only provide the Services and shall not provide: (1) any other professional clinical or medical services not provided for in this Agreement; (2) image acquisition, study protocoling, or radiologic procedures (the "Technical Services"); or (3) supervision services for the Technical Services. This in no way eliminates Hospital's ability to have cases reviewed for patient safety or quality care or to ask for Member Physicians to be removed for consistent inaccuracies as provided in this Agreement. Provider shall not be responsible for any on-site supervision of the Technical Services;

e. Provider shall provide professional services in the best interest of Hospital's patients with all due diligence;

f. Provider shall conduct and professionally staff the Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate radiology

coverage as provided herein. Provider shall render and supervise Services and consult with Medical Staff and Hospital upon request;

g. Provider shall provide the Services throughout the Term of this Agreement to treat patients in Hospital's Department. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients, Trauma Department patients, and ambulatory patients;

h. Provider shall provide Services supporting the requirements of Hospital's significant inpatient and outpatient population;

i. Provider shall be responsible for any staffing required to assist Member Physicians in carrying out its duties within the Department, so that Hospital, its Medical Staff, and patients shall at all times have adequate Services coverage;

j. Provider shall ensure clinical effectiveness by providing direction and supervision in accordance with the standards and recommendations of Hospital's accreditation body and the Medical Staff Bylaws and related manuals, and any requirements of local, state and national regulatory agencies and accrediting bodies;

k. Provide consultative interpretations and documentation in accordance with the standards and recommendations of Hospital's accreditation body, the American College of Radiology (ACR), the Bylaws, Rules and Regulations of the Medical Staff, and any policies and procedures of the applicable third party payors, as may then be in effect; and

l. Provider shall perform such other Services, as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to, those representations set forth in Section 2.4 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event that a Member Physician's appointment to Hospital's Medical Staff with clinical privileges is granted solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or Provider's removal of the physician as a Member Physician.

b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians, or others under its direction and control, in the performance of Services under this Agreement.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

1. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
2. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
3. at all times will comply with all applicable laws and regulations in the performance of the Services;
4. is not restricted under any third party agreement from performing the obligations under this Agreement;
5. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
6. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. Provider, on behalf of each of Provider's Member Physicians, represents and warrants to the best of Provider's knowledge after reasonable inquiry that he or she:

1. is Board certified in Radiology, Neuroradiology, Pediatric Radiology and/or Interventional Radiology, as applicable;
2. possesses an active license to practice medicine from the State of Nevada which is in good standing;
3. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, as needed to provide the Services;
4. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
5. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
6. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
7. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
8. at all times will comply with all applicable laws and regulations in the performance of the Services;
9. is not restricted under any third party agreement from performing the obligations under this Agreement; and

10. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) business days after Provider becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and fails to immediately remove any Member Physician that fails to meet any of the requirements in this Agreement.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws of the Medical Staff and related manuals. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.

2.7 Provider's Personal Expenses. Provider shall be responsible for all its personal expenses, including but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.8 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of the Hospital's accreditation body and Regulations of the Medical Staff, as may then be in effect.

2.9 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (1) was created or received by either party; (2) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (3) identifies such individual.

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient's PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.10 UMC Contracted/Non-Employee Requirements Policy. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC's Contracted/Non-Employee Requirements Policy, as amended from time to time, which is incorporated and made a part hereof by this reference.

III. HOSPITAL'S OBLIGATIONS

3.1 Technical Support, Equipment and Clarity of Images.

a. Technical Support. Hospital's Information Technology (IT) Department will provide technical support at levels consistent with all members of the Medical Staff during normal working hours of Monday to Friday, 7:00 am to 5:00 pm, and emergency support for work stoppage issues after hours, weekends and holidays on a twenty-four-seven (24/7), three hundred sixty-five (365) day coverage.

b. Surveys. Hospital shall provide staff emails for participation in annual feedback survey (i.e., nursing, case management/social work).

c. Equipment. Hospital shall support transmission of Imaging Exams and Interpretations via standard health system protocols, including Health Level Seven ("HL7"). In the event that Hospital implements system changes during the Term of this Agreement, Hospital will ensure compatibility with the modality interfaces maintained by Provider. The Services shall not commence unless and until Hospital supports adequate connectivity and functionality of the Teleradiology System (as defined in 2.1(c)) for purposes of complying with this Agreement.

d. Clarity of Imaging Exams. If any Imaging Exam, including but not limited to the Images, is not clear and Member Physicians cannot provide a proper Interpretation as determined in his or her professional opinion, Provider shall contact a Hospital-designated person at Hospital's facility who shall arrange for re-transmission of the Imaging Exam to Provider or a repeated performance of the Image, or additional tests, as reasonably requested by the Member Physician.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing.

3.3 Personnel. Other than Member Physicians, all personnel required for the proper operation of the Department shall be employed by Hospital.

3.4 Representations of Hospital. Hospital represents and warrants to Provider that neither Hospital, nor to the best of Hospital's knowledge after reasonable inquiry that any of its employees, is:

a. Currently excluded, debarred, or otherwise ineligible to participate in any of the federal health care programs; or

b. Convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs.

3.5 Annual Review. Hospital and Provider shall conduct an annual review of Provider's performance of Services.

3.6 Capacity Planning. Hospital shall periodically provide Imaging Exam modality mix and volume estimates to Provider. If Hospital is aware of an upcoming shift in modality mix, Hospital shall notify Provider of such change upon becoming aware of such change.

3.7 Credentialing and Registration. As between the Parties, Hospital shall be responsible for facilitating timely credentialing of each Member Physician and properly enrolling the Member Physicians with all third-party payors. Hospital will bear any costs associated with such credentialing.

3.8 Geographic Scope. For purposes of this Agreement, the services of Provider shall be limited to the Service Sites identified on Exhibit A, or any affiliates or alternate locations for the Service Sites. Service Sites can be added as necessary with mutual agreement of both parties, consent to which shall not be unreasonably withheld or delayed.

3.9 On-Site Supervision. Hospital shall ensure that the appropriate level of supervision of the Technical Services is provided at the Service Sites. Provider shall not be responsible for any on-site supervision of the Technical Services.

3.10 Hospital Operations. Hospital shall comply with all applicable state, federal, and local laws and regulations and any applicable standards and recommendations of all applicable licensing and accrediting authorities.

IV. BILLING

Provider shall not bill any third-party payor or patient for its services provided hereunder. As of the Effective Date, Provider hereby assigns to Hospital all billings and payments for the professional services of Member Physicians rendered pursuant to this Agreement to Hospital patients. Provider acknowledges that Provider's arrangement with Hospital in no way confers upon Member Physicians any interest or claim in any fees which are charged by Hospital for Member Physicians' professional services, whether the same are collected during or after the Term, and Provider disclaims and renounces any such interest. Provider and Member Physicians shall promptly supply Hospital with all forms, documents, and records necessary to bill, collect and retain the Member Physicians' collections. Hospital acknowledges that its obligation to pay each monthly fee to Provider in no way conditioned upon Hospital's ability to bill and collect payment from Hospital's patients or their insurers for the Services. Among other things, Hospital shall be responsible for obtaining any payor pre-authorizations necessary for Hospital to obtain reimbursement from payors for the Services.

V. COMPENSATION

5.1 Compensation for Professional Services. During the Term**, and subject to Section 7.5 below**, Hospital will compensate Provider for the Services, monthly payments in an amount that is the greater of (i) the number of interpreted Imaging Exams for the prior month multiplied by the applicable fee as set forth in Exhibit A or (ii) $218,076 (the baseline minimum amount, based on approximately 80% of the volume and modality mix estimates provided by Hospital). This will be split into two (2) invoices per calendar month. Payments are due upon receipt and will be paid via ACH. In addition, upon execution of this Agreement, Provider shall invoice a one-time implementation fee of Nine Thousand, Five Hundred Dollars and zero cents ($9,500) to cover Provider's information technology integration costs necessary to prepare for performance of the Services. In the event any Monthly Fee is not paid within 45 days following the invoice date, Provider may, upon written notice to Hospital, suspend performance of the Interpretation Services and/or exercise Provider's termination rights.

5.2 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. The provision of Services shall commence on December 1, 2023 (the "Commencement Date"), and subject to Section 7.5, shall remain in effect through 11:59 p.m. on November 30, 2026 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two (2) additional one-year periods (each a "Successive Term") unless either party provides the other with written notice of its intent to not renew this Agreement no later than ninety (90) days prior to the termination of the then applicable Initial Term or Successive Term (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any change in membership or ownership of Provider's group or professional corporation;

c. Any action against the license of any of Provider's Member Physicians;

d. Any action commenced against Provider which could materially affect this Agreement; or

e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program.

b. This Agreement may be terminated by Hospital at any time with sixty (60) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:

    1. Professional misconduct by any of Provider's Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder;

    2. Conduct by any of Provider's Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff. Upon notice and request by Hospital, Provider shall remove such Member Physician from performing any further Services hereunder and will continue to provide adequate staffing for the Services;

    3. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

    4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

    5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

    1. The exclusion of Hospital from participation in a federal health care program;

    2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

    3. Hospital at any time engages in any criminal conduct or fraud that Provider reasonably determines is harming or is likely to materially harm the goodwill or reputation of Provider;

    4. The failure of Hospital to maintain full accreditation by Hospital's accreditation body;

5. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V above; or

6. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, following the first anniversary of the commencement date and upon one hundred and eighty (180) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to Provider for Services rendered under the terms of this Agreement.

VII. MISCELLANEOUS

7.1 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, Provider 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 Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, 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. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 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.

7.4 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.

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

this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

7.6 Captions/Gender/Number. 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.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

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

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local 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 Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 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. Accepting 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.

7.10 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. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to, federal and state False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider 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. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, 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 Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

7.16 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.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

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

To Hospital:	University Medical Center of Southern Nevada Attn: Chief Executive Officer 1800 West Charleston Boulevard Las Vegas, Nevada 89102
With copy to:	University Medical Center of Southern Nevada Attn: Office of General Counsel 1800 West Charleston Boulevard Las Vegas, Nevada 89102
To Provider:	Essential Radiology 101 S Tryon Street Suite 2700 Charlotte, NC 28280 Attn: Michael Rabern
With copy to:	Chambliss, Bahner & Stophel, P.C. 605 Chestnut Street, Suite 1700 Chattanooga, TN 37450 Attn: Mark Cunningham

7.19 Publicity. Neither Hospital nor Provider 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.

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be 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.

7.22 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. Hospital and/or Provider, 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.

7.23 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.

7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This Section will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.

7.25 Non-Solicitation. During the Term, and for a period of one (1) year following the termination of this Agreement, Hospital will not induce, hire or attempt to hire any Member Physician who has provided the Services to Hospital as specified herein. Notwithstanding the preceding, it shall not be a violation of this Section if at any time a Member Physician responds to a public recruitment or an advertisement publicly disseminated by or on behalf of Hospital for the purposes of seeking the services of persons to provide professional services of the same or similar nature as those provided by Provider under the terms of this Agreement.

7.26 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect.

7.27 Compliance with Laws. Each of the Parties hereto shall at all times operate its business and professional practice in compliance with federal, state, and local law, rules, and regulations and JCAHO standards of accreditation, including without limitation Medicare and Medicaid laws and regulations, and all applicable laws and regulations related to electronic data transmission, security and privacy pursuant to HIPAA, as amended and replaced from time to time.

7.28 Regulatory Requirements. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark Law), and any other federal or state law provision governing fraud and abuse or self-referrals with respect to the provision of healthcare items or services, as such provisions may be amended from time to time. The Parties agree Provider may provide services to any other entity, and Member Physicians may establish privileges at, refer any service to, or otherwise generate any business for any other entity of physicians' choosing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date below.

PROVIDER:	HOSPITAL:
Essential Associates Holdings, LLC	**University Medical Center of Southern Nevada**
By:_____	By:_____ Mason Van Houweling Chief Executive Officer
Date:_____	Date:_____

EXHIBIT A
PROFESSIONAL MEDICAL SERVICES

Provider, by and through its Member Physicians, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this **Exhibit A**, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provider shall make available a sufficient number of Member Physicians such that the Services are available to patients for both routine and related emergency care during coverage hours specified in this **Exhibit A**;
2. Provide Services including all requested read interpretations, including but not limited to, the modalities of diagnostic imaging, fluoroscopy, ultrasound, CT nuclear medicine and MRI during the hours set forth in this **Exhibit A**;

Performance Measures:

1. Turnaround Times

CATEGORY	**TURNAROUND TIME**
All Emergent and Stat Cases	60 minutes
Stroke	20 minutes
Routine	24 hours
Trauma	20 minutes

2. Improve core measures as mutually agreed upon between Hospital and Provider.

Patient Safety and Quality:

1. Assist with the development and follow full implementation of clinical pathways.
2. Critical findings and outcomes (radiology and interventional radiology) to be verified monthly by the parties.
3. Peer review reports to be delivered by Provider on a quarterly basis.
4. All policies and procedures will be followed, including verbal orders, charted in Hospital's electronic health record system.

Service Sites:

- **University Medical Center of Southern Nevada**- Level I Trauma Center
  - 1800 West Charleston Blvd, Las Vegas, Nevada 89102
- **UMC Clinics (11)**
  - Nellis Quick Care:
    - 53 N. Nellis Blvd Suite 61, Las Vegas, NV 89110
  - Enterprise Quick Care:

        - 1700 Wheeler Peak Drive, Las Vegas, NV 89106
    - Summerlin Quick Care:
        - 2031 N. Buffalo Dr, Las Vegas, NV 89128
    - Rancho Quick Care:
        - 4231 N. Rancho Dr, Las Vegas, NV, 89130
    - Spring Valley Quick Care:
        - 4180 S. Rainbow Blvd Suite 810, Las Vegas, NV 89103
    - Peccole Ranch Quick Care:
        - 9320 West Sahara Ave, Las Vegas, NV 89117
    - Centennial Hills Quick Care:
        - 5785 Centennial Center Blvd, Las Vegas, NM, 89149
    - Blue Diamond Quick Care:
        - 4760 Blue Diamon Road, Suite 110, Las Vegas, NV 89139
    - Sunset Quick Care:
        - 525 Mark St, Henderson, NV 89104
    - UMC Express Care at LAS: McCarran Int'l Airport:
        - 5757 Wayne Newton Blvd, Las Vegas, NV 89119
    - Aliante Quick Care:
        - 5860 Losee Road, North Las Vegas, NV 98081

Member Physicians: See **Exhibit A-1**

Services Pricing:

Modality	Rate Per Interpretation
CT	$54.00
CT AB/PEL	$81.00
CTA	$65.00
CTA AB/PEL	$97.50
NM	$40.00
MR	$65.00
US	$40.00
XR	$17.00
PET/CT/ MR, SPECT/CT	$125.00

The above pricing is based on volumes and modality mix estimate information provided to Provider by the Hospital. If actual volume or modality mixes materially change or differ from the information provided by Hospital, either party shall have the right to propose new pricing annually on the anniversary of the Effective Date, via written notice. In the notice, the party will set forth the material change it believes necessitates an increase or reduction in the compensation paid hereunder and the parties may jointly engage the services of a mutually agreeable third-party valuation expert to reassess the commercial reasonableness and fair market value compensation paid under the terms of this Agreement. The notice will be sent in accordance with Section 7.18 and the parties agree to meet within thirty (30) days of the receipt of the notice with the intent that any required amendment be completed within one hundred and eighty (180) days, unless the parties mutually agree to extend such timeframes while good faith negotiations continue.

Any changes in pricing must be mutually agreed upon and set forth in an amendment.

Coverage Hours (Pacific Time)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10pm-8am	10pm-8am	10pm-8am	10pm-8am	10pm-8am	10pm-8am	10pm-8am

Addition to or reduction of hours must be mutually agreed upon and set forth in a written amendment to this Agreement.

EXHIBIT A-1
PROVIDER'S MEMBER PHYSICIANS

The parties agree that this Exhibit A-1 will be modified by written notice, at various intervals, until the Commencement Date.

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the following Standards of Performance:

a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of Hospital's accreditation body, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, it's employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Provider shall be in compliance with all state and federal regulations, State of Nevada, and Hospital's accreditation body guidelines, as evidenced by:

    1. No significant findings related to the clinical or administrative practice of radiology.

e. Provider shall perform appropriate clinical documentation.

f. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to, the Emergency Medical Treatment and Active Labor Act ("EMTALA").

g. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

h. Upon request from Hospital, Provider shall provide a quarterly report.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, and conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;

- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Essential Associates Holdings, LLC	
(Include d.b.a., if applicable)	Essential Radiology	
Street Address:	101 S. Tryon St Suite 2700	**Website:** https://essentialradiology.com/
City, State and Zip Code:	Charlotte, NC 28280	**POC Name:** Howard Asch **Email:** howard@essentialradiology.com
Telephone No:	443-255-9008	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Howard Asch	Co-Founder , Chief Business Officer	34%
Michael Rabern	Co-Founder , Chief Executive Officer	36%

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

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

   ☐ Yes ☐ 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	Howard Asch Print Name
Co-Founder, Chief Business Officer Title	9.19.2023 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
Howard Asch	N/A	N/A	N/A
Michael Rabern	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)

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Fourth Amendment to Interlocal Medical Office Lease with University of Nevada, Las Vegas**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fourth Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000999900
Funded Pgm/Grant: N/A
Description: Lied Building Lease
Bid/RFP/CBE: N/A
Term: Amendment 4 – extend for one (1) year from 11/1/2023-10/31/2024
Amount: Amendment 4 – UMC to receive additional $55,877.64 in revenue
Out Clause: Subject to Sections 24 (Default) and 25 (Fiscal Fund-Out) clauses

BACKGROUND:

On September 5, 2017, the Board of Hospital Trustees approved the Interlocal Medical Office Lease between University Medical Center of Southern Nevada (UMC) and the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas, School of Medicine (School) for Lied Building medical office space located at 1524 Pinto Lane (2nd and 3rd Floors) ("Existing Premises"). The term of the lease is from November 1, 2017 to October 31, 2022, with the option to extend for two 1-year periods. The First Amendment, effective June 5, 2018, added an additional 6,101 square feet of rentable medical office space. The Second Amendment, effective July 19, 2019, added an additional 2,475 square feet of rentable space on the first floor of the Lied Building, and increased the monthly base rent by approximately 3% annually. The Third Amendment, effective April 20, 2022, executed the first of two 1-year option periods extending the term of the lease from November 1, 2022 to October 2023.

This Fourth Amendment requests to execute the second and final of its two 1-year option periods extending the term of the lease from November 1, 2023 through October 31, 2024.

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

The Department of Business License has determined that School is not required to obtain a Clark County business license nor a vendor registration since School is part of the Nevada System of Higher Education, which is an entity of the State of Nevada.

FOURTH AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE

THIS FOURTH AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE ("**Fourth Amendment**"), is made by and between the BOARD OF HOSPITAL TRUSTEES ("**Trustees**") on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**UMCSN"** or **"LESSOR**") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("**Board**" or "**NSHE**"), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, KIRK KERKORIAN SCHOOL OF MEDICINE ("**UNLV"** or **"LESSEE**"). This Fourth Amendment is effective as of the last date any authorized signatory affixes his/her signature below ("**Effective Date**").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into that certain Interlocal Medical Office Lease dated April 4, 2018, as amended by the First Amendment to Interlocal Medical Office Lease dated June 5, 2018, Second Amendment to Interlocal Medical Office Lease dated July 19, 2019, and Third Amendment to Interlocal Medical Office Lease dated April 20, 2022, pursuant to which Lessee is leasing 21,404 square feet of space from Lessor (collectively, the "**Lease**").

WHEREAS, the Lease is set to expire on October 31, 2023 ("**Original Term**");

WHEREAS, Lessee now desires to exercise the second of its two (2) options ("**Option Period**") to renew the Lease as permitted by Section 2.2 of the Lease; and

WHEREAS, Lessee is not in default under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt of which are hereby acknowledged, Lessee and Lessor agree that the Lease is amended as follows:

1. Term. Lessee hereby exercises its option to extend the Original Term for the Option Period. The new Lease expiration date shall be October 31, 2024.

2. Except as expressly amended by this Fourth Amendment, the Lease shall remain in full force and effect. To the extent of a conflict between the terms of this Fourth Amendment and the terms of the Lease, the terms of this Fourth Amendment shall prevail. Capitalized terms not defined herein have the meanings given to such terms in the Lease.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the Effective Date.

LESSOR: **LESSEE**:

University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

_____
Date

Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine

RECOMMENDED BY:

By:_____
Marc J. Kahn, Dean
University of Nevada, Las Vegas
School of Medicine

_____
Date

RECOMMENDED BY:

By:_____

_____
Date

APPROVED BY:

By:_____

_____
Date

APPROVED AS TO LEGAL FORM:

By:_____
Elda L. Sidhu
General Counsel
University of Nevada, Las Vegas

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

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None

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