UMC Audit and Finance Committee Meeting

Wednesday, October 18, 2023 2:00 p.m.

UMC Trauma Building - Providence Conference Room - 5th Floor

800 Hope Place, Las Vegas, Nevada

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
October 18, 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 September 20, 2023. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Review the results of the Accounts Payable audit dated October 11, 2023; and direct staff accordingly *(For possible action)*

5. Receive the monthly financial report for September FY24; and direct staff accordingly. *(For possible action)*

6. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

7. Receive a report on the process and procedures used to identify scope of work in construction projects; and direct staff accordingly. *(For possible action)*

8. 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)*

9. Review and recommend for approval by the Governing Board the Fifth Amendment to Agreement with Change Healthcare Technologies, LLC for InterQual Services subscription; or take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the Amendment Two to RFP 2019-08 Service Agreement with Firm Revenue Cycle Management, LLC for out-of-state Medicaid billing and collection services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Governing Board the Amendment 1 to RFP No. 2020-16 Service Agreement with Firm Revenue Cycle Management, LLC for Workers' Compensation Services; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. *(For possible action)*

12. Review and recommend for award by the Governing Board RFP No. 2023-10 Zero Balance Review Services to Firm Revenue Cycle Management, LLC; approve the RFP No. 2023-10 Service Agreement; authorize the Chief Executive Officer to exercise extensions or amendments; or take action as deemed appropriate. *(For possible action)*

13. Review and recommend for approval by the Governing Board the Service Agreement with Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions for Chargemaster Consulting, Compliance and Revenue Cycle Services; authorize the Chief Executive Officer to exercise any extension options and amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

14. Review and recommend for approval by the Governing Board the Letter of Agreement with TJK Consulting Engineers, Inc. for a Microgrid Sustainability Study; or take action as deemed appropriate. *(For possible action)*

15. Review and recommend for approval by the Governing Board the Agreements with Philips North America, LLC for the CT System turnkey project; authorize the Chief Executive Officer to execute future Change Order within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

16. Review and recommend for award by the Governing Board the Bid No. 2023-13, UMC 2040 2nd Floor Remodel, to Monument Construction, the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

17. Review and recommend for approval by the Governing Board the Notice of Award with the Department of Health and Human Services, Assistant Secretary for Preparedness &

Response for Award Number 5 HITEP220075-02-00; or take action as deemed appropriate. *(For possible action)*

18. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Second Conditional Offer to Purchase Real Property between Clark County Real Property Management and Interagro Inc.; authorize the Chief Executive Officer to execute necessary documents to effectuate the transaction for the purchase of real property; or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

19. 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
September 20, 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 2:03 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)
Mary Lynn Palenik (via webex)
Christian Haase (via webex)

Absent:

None

Others Present:
Jennifer Wakem, Chief Financial Officer (Via WebEx)
Doug Metzger, Controller
Steven Hughey, Assistant Controller
Rose Coker, Director of Managed Care
Chris Jones, Executive Director of Support Services
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 August 23, 2023. *(For possible action)*

FINAL ACTION:

A motion was made by Member Mackay that the minutes be approved as presented. Motion carried by majority vote. Member Palenik abstained, as she was not present at the last meeting.

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

FINAL ACTION:

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive the monthly financial reports for August FY24; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- August FY24 Financials

DISCUSSION:

Jennifer Wakem, Chief Financial Officer presented the financials for August FY2024.

Admissions were strong, only 2.3% below budget and AADC was at 553. Average length of stay dropped to 5.96, hospital CMI was 1.78 and Medicare CMI was 2.09.

Inpatient surgeries were below budget almost 11.5%.
Outpatient surgeries were only 1% below budget.
There were 14 transplants in the month. ER visits were 8% below budget, but only 5% below prior year. Approximately 22.5% of patients are being admitted from the ED.

There were 17,151 quick care visits. Primary care visits totaled 7,075. Deliveries were high totaling 157 for the month.

Trends in inpatient payor mix showed Medicaid dropped 1.82% and Medicare increased 1.05%. In the ED, Medicaid dropped 2.21% and Medicare increased 1.65%. Inpatient surgical volume trends showed a drop in Medicaid 1.83%, Medicare went up 3% and self-pay went down almost 2%. Outpatient showed commercial up 3.6%, government up 2%, Medicaid down 4.7%, Medicare down 2.3% and self-pay was up 1%. She noted that in all 4 business categories, Medicaid was down and this is being monitored closely because the State started disenrolling people in Medicaid and we are unsure if this is a trend yet.

The summary income statement for August showed net patient revenue was down about $6.4 million. Other revenue was up almost $200K. Total

operating revenue was below budget $6.2 million. Total operating expenses were below budget $5.3 million. Income from ops adding depreciation and amortization was $4.4 million on a budget of $4.8 million.

The income statement year to date showed net patient revenue down $11.1 million, other revenue was up $1.8 million, total operating revenue was below budget $9.4 million and net to gross was running 18.3%. Operating expenses were below budget $9.1 million. Income from ops was $9.6 million on a budget of $9 million. The income statement trended was presented as informational.

Salaries, wages and benefits for the month was discussed. Salaries were below budget due to decreased volumes. Labor volume adjusted was above budget, as well as AEPOB at 6.51.

Trended salaries, wages and benefits showed overtime and contract labor were down, with contract labor being a record low.

In all other expenses, supplies were down $1 million and purchased services were down $500K.

Key financial indicators were reviewed in profitability, labor, liquidity and cash collections. Labor was in the red. Days' cash on hand was 47.4 days; she informed the Committee of outstanding supplemental payments that have been received. Candidate for bill is in the green. Cash collections was in the red.

Lastly, Ms. Wakem provided a review of cash flow and the balance sheet.

FINAL ACTION TAKEN:

None

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

DOCUMENTS SUBMITTED:
- None

DISCUSSION:

Ms. Wakem shared updates regarding the 340B reduction. UMC will receive approximately $800K and this will be booked in period 13.

She next provided updates regarding the Medicaid DSH cuts, which may begin on October 1, 2023. This should not impact UMC, as we secured the DSH opt out methodology and instead use the Enhanced Directed Payment program.

State of Medicaid: Errors occurred in the disenrollment and redetermination process for individuals that qualify for Medicaid, following the lifting of the

public health emergency. The state is working to correct this and UMC continues to monitor this.

The dashboard of aging of supplemental payments by program will be presented in a future meeting. There was continued discussion regarding the aging of the supplemental payment amounts and the timeline of the processing of the outstanding payments.

FINAL ACTION TAKEN:
- None

ITEM NO. 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)*

DOCUMENTS SUBMITTED:
- Provider Agreement – Amendment 4 Redacted
- Disclosure of Ownership

DISCUSSION:

This amendment will extend the term of the agreement for 2-years, add radiology professional fee services to the agreement and update the fee schedule for changes made to the Medicare fee schedule.

There was continued discussion regarding the timeliness of payments through Managed Medicare.

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. 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)*

DOCUMENTS SUBMITTED:
- Amendment 4
- Disclosure of Ownership

DISCUSSION:

This amendment will extend the term of the agreement for 2-years and removes the exclusion of spinal surgery from the Orthopedic and Anesthesia subsections.

FINAL ACTION TAKEN:

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

ITEM NO. 8 Review and recommend for approval by the 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)*

DOCUMENTS SUBMITTED:
- CAPS IV Services Agreement

DISCUSSION:

This is a new agreement for a 1-year term with CAPS, Inc. to provide compounded sterile preparation services. The term is not to exceed the yearly amount and includes four automatic 1-year renewal options.

There was continued discussion regarding the annual price increases that are included in the agreement.

FINAL ACTION TAKEN:

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

ITEM NO. 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)*

DOCUMENTS SUBMITTED:
- Sub-Participating Addendum – FirstNet Turnkey Agreement
- Business Associate Agreement
- Disclosure of Ownership
-

DISCUSSION:

The State of Nevada entered into an agreement that will allow state agencies and political sub-divisions to participate in wireless communication services and receive favorable pricing with AT&T. As a sub-participating member, UMC will be able to provide wireless service and equipment to hospital staff. This is a 3-year agreement for enterprise wide wireless service with AT&T.

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 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)*

DOCUMENTS SUBMITTED:
- Master Agreement – Redacted
- Disclosure of Ownership

DISCUSSION:

This is a request for a new master agreement with the vendor to provide software solution and support services. The new agreement will provide recurring licensing and access fees for accounts receivable and payroll data that will be stored to ensure compliance and availability. The term of the agreement is 3-years with two 1-year options for renewal.

FINAL ACTION TAKEN:

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

ITEM NO. 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)*

DOCUMENTS SUBMITTED:
- Professional Service Agreement – Amendment A05

DISCUSSION:

UMC is a sub-recipient of grant funds received by the Southern Nevada Health District through the CDC. This amendment will extend the grant period through May 31, 2024. Additional funding will be added to incorporate additional services added to the scope of work.

FINAL ACTION TAKEN:

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

ITEM NO. 12 Review and recommend for 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)*

DOCUMENTS SUBMITTED:
- Amendment 2
- Disclosure of Ownership

DISCUSSION:

This is an amendment to our current agreement with Steris for a work change order to meet fire safety standards. This will increase the amount and extend the term for an additional year to ensure safety standards are met.

Member Palenik commented that this seems to be a missed scope of work and the company is passing the cost on to UMC.

The discussion continued regarding fire life safety and compliance by the vendor. The Committee feels that this is a miss on the contractor's part and that the agreement was improperly scoped.

Member Hagerty commented that this is not the first time that a capital project has been delayed or the scope increased due to the failure to anticipate changes in project.

Chair Caspersen asked that this be an emerging issue and the team review the agreement and explain the process and procedures that are in place to identify misses of this nature.

Member Palenik commented that although legal will review the legal terms, the line items are business items that are negotiated by staff.

The Committee tabled this item and would like to have it brought back for consideration at the next meeting along with the process we have in place for reviewing the work scope.

FINAL ACTION TAKEN:

No action was taken on this item.

ITEM NO. 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)*

DOCUMENTS SUBMITTED:

- Professional Services Agreement
- Disclosure of Ownership

DISCUSSION:

This is a new agreement for the vendor to provide radiological interpretation services (Telerad) for UMC. The term is a 3-year agreement with two 1-year auto renewal.

Member Mackay asked if the pricing formula is accepted industry wide and if the turnaround time for getting reports. Mr. Jones explained the process involved in reviewing the pricing structure and added that the turn times for reports are anticipated to be the same, if not less than the current vendor.

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. 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)*

DOCUMENTS SUBMITTED:
- Interlocal Medical Office Lease Amendment 4

DISCUSSION:

This amendment will extend the lease for the final renewal year, through October 31, 2024.

FINAL ACTION TAKEN:

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

SECTION 3: EMERGING ISSUES

ITEM NO. 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)*

The Committee would like a report on the contracting process for the scope of work in bids and negotiations related to ongoing projects.

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

COMMENTS BY THE GENERAL PUBLIC:

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:15 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: **Accounts Payable Audit**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance committee review the results of the audit of Accounts Payable dated October 11, 2023; and direct staff accordingly *(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The University Medical Center Internal Audit Department recently performed an audit of Accounts Payable, dated October 11, 2023. The Committee will review the results of the Audit.

Cleared for Agenda
October 18, 2023

Agenda Item #

4

1800 W. Charleston Blvd.
Las Vegas, NV 89102
Phone: (702) 383-2000

UMC
UNIVERSITY MEDICAL CENTER

Mason VanHouweling
Chief Executive Officer

October 11, 2023

Mr. Mason VanHouweling
University Medical Center of Southern Nevada
1800 West Charleston Blvd.
Las Vegas, Nevada 89102

Dear Mr. VanHouweling:

In accordance with our audit plan, we recently performed an audit of Accounts Payable. As of the end of fiscal year 2022, University Medical Center paid out a total of $327,841,585 according to the UMC Basic Financial Statements and Single Audit information. Our objective was to determine whether Accounts Payable complied with existing policies and procedures.

During our testing, we found Accounts Payable testing discrepancies that included a lack of documentation for utility payment approval.

We conducted the performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Sincerely,

Nate Strohl
Internal Auditor
Internal Audit

Audit Report

Accounts Payable Audit

October 2023

TABLE OF CONTENTS

REPORT DETAILS

BACKGROUND

As part of our audit plan for fiscal year 2023, we performed an audit of Accounts Payable. University Medical Center utilizes the Systems, Application, and Products in Data Processing or SAP system to process Accounts Payable payments. UMC currently employs four accounting techs for Accounts Payable operations. As of the end of fiscal year 2022, UMC paid out a total of $327,841,585 according to the UMC Basic Financial Statements and Single Audit Information.

Sound internal controls regarding Accounts Payable can assist with the mitigation of various types of accounts payable fraud such as billing schemes, check fraud, and other forms of asset misappropriation.

OBJECTIVES, SCOPE, AND METHODOLOGY

The objective of this audit was to:

- Ensure compliance with University Medical Center policy on policies and procedures.
- Determine that disbursements were accurate.
- Determine that support for disbursements were maintained.
- Determine that approval for disbursements were documented.

In order to achieve our objective, we performed the following:

- Obtained all Accounts Payable policies and procedures.
- Judgmentally selected 60 disbursements for testing and reconciled the invoice amounts with the check register.
- Obtained copies of the invoices and tested to ensure that support for payment was sufficient.
- Obtained copies of the approval for disbursements and tested to ensure that the approval was documented.

We did not select statistically relevant samples for review. However, we believe the items selected are sufficient to identify findings related to the population. Our review did not include an assessment of internal controls in the audited areas. Any significant findings related to internal control are included in the detailed results. The last day of fieldwork was June 30, 2023.

We conducted the performance audit in accordance with generally accepted government auditing standards except for the requirements of an external peer review every three years and supervision. Those standards required that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives. The exception to full compliance is because the Internal Audit department has not yet

undergone an external peer review. However, these exceptions had no effect on the audit or the assurances provided.

CONCLUSION

During our testing, we found Accounts Payable testing discrepancies that included a lack of documentation for utility payment approval.

Auditee responses were not audited and the auditor expresses no opinion on those responses.

FINDINGS, RECOMMENDATIONS, AND RESPONSES

FINDING 1 – ACCOUNTS PAYABLE TESTING DISCREPANCIES

Accounts Payable should be a process that is documented and accurate. Basic principles of Accounts Payable are to ensure that the disbursement is approved, accurate, and documented. We judgmentally selected 60 checks and tested to ensure that payments were approved and accurate. We found four (6%) discrepancies that include the following:

- In four (6%) instances utilities were not documented as approved for payment.

When support for disbursement is not maintained and approval not documented, it could lead to misappropriation of funds, payment errors, and improper payments.

AUDITOR'S RECOMMENDATION

1. Finance Management should ensure that approval is documented for utilities prior to payment.
2. Finance Management should ensure that policies and procedures are updated to reflect the new utility approval process.

MANAGEMENT RESPONSE

UMC Finance will lead in the creation of an Invoice Payment Requests policy; the policy will establish procedures for ensuring that all vendor payments (including utilities) are reviewed, deemed valid, accurately recorded, and promptly paid. As the policy will impact all UMC departments, the Controller will educate UMC Directors to ensure understanding and adherence to the new policy to include information regarding required departmental confirmations and the importance of adhering to the appropriate approval chain for payment authorization prior to submission to Accounts Payable. In addition, the policy will be published on the Intranet – Policies & Procedures with notification to be sent via UMC Post for additional staff education.

Completion Date:

Expected 5/31/2024

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

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

FISCAL IMPACT:

None

BACKGROUND:

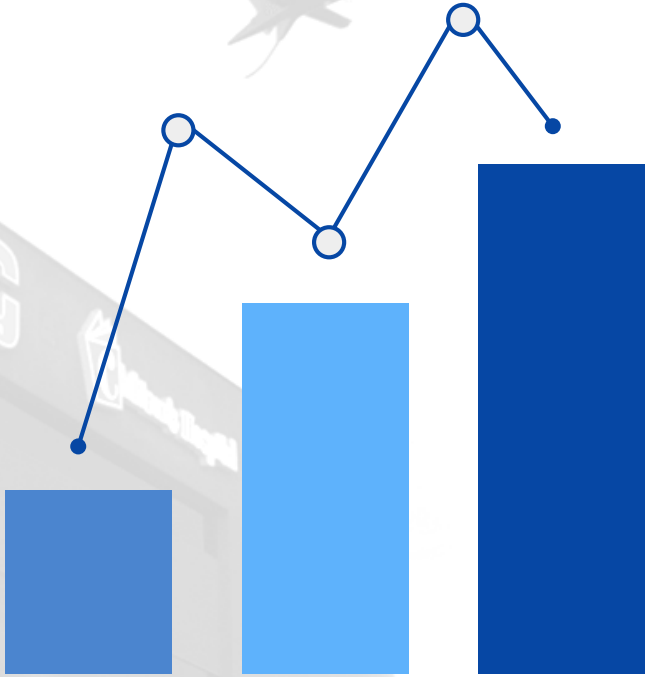
The Chief Financial Officer will present the financial report for September FY24 for the committee's review and direction.

Cleared for Agenda
October 18, 2023

Agenda Item #
5

September 2023 Financials

AFC Meeting



KEY INDICATORS-SEP

Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	17,177	20,623	(3,446)	(16.71%)	19,865	(2,688)	(13.53%)
Total Admissions	1,897	1,992	(95)	(4.75%)	1,864	33	1.77%
Observation Cases	907	839	68	8.10%	839	68	8.10%
AADC (Hospital)	545	654	(109)	(16.65%)	638	(93)	(14.55%)
ALOS (Admits)	6.57	6.88	(0.31)	(4.56%)	7.70	(1.13)	(14.68%)
ALOS (Obs)	1.18	1.08	0.10	8.90%	1.08	0.10	8.90%
Hospital CMI	1.83	1.91	(0.08)	(4.19%)	1.91	(0.09)	(4.19%)
Medicare CMI	1.99	2.18	(0.19)	(8.72%)	2.18	-	(8.72%)
IP Surgery Cases	799	882	(83)	(9.40%)	786	13	1.65%
OP Surgery Cases	550	477	73	15.24%	426	124	29.11%
Transplants	18	12	6	50.00%	12	6	50.00%
Total ER Visits	8,955	9,464	(509)	(5.38%)	9,183	(228)	(2.48%)
ED to Admission	11.88%	-	-	-	11.29%	0.59%	-
ED to Observation	10.11%	-	-	-	10.52%	(0.41%)	-
ED to Adm/Obs	21.99%	-	-	-	21.81%	0.18%	-
Quick Cares	16,248	18,093	(1,845)	(10.20%)	15,811	437	2.76%
Primary Care	5,801	9,181	(3,380)	(36.82%)	6,780	(979)	(14.44%)
UMC Telehealth - QC	532	333	199	59.88%	313	219	69.97%
OP Ortho Clinic	1,579	1,276	303	23.77%	-	1,579	100.00%
Deliveries	154	130	24	18.20%	129	25	19.38%

TRENDING STATS

	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	12-Mo Avg	Var
APDs	19,865	20,116	19,867	20,965	20,213	19,156	21,367	19,400	20,184	18,603	18,390	18,028	17,177	19,679	(2,502)
Total Admissions	1,864	1,997	1,974	2,006	1,999	1,842	2,008	1,951	2,045	1,955	2,017	2,000	1,897	1,972	(75)
Observation Cases	839	920	806	763	804	677	602	810	804	775	841	933	907	798	109
AADC (Hospital)	638	621	635	644	624	621	654	628	623	591	570	553	545	617	(72)
ALOS (Adm)	7.70	7.10	6.41	7.33	7.12	6.97	7.11	7.10	6.16	6.56	6.22	5.96	6.57	6.81	(0.24)
ALOS (Obs)	1.08	1.03	1.02	0.93	0.97	0.99	1.01	1.06	1.10	1.03	1.08	1.15	1.18	1.04	0.14
Hospital CMI	1.91	1.73	1.82	1.90	1.79	1.81	1.90	1.84	1.85	1.84	1.82	1.78	1.83	1.83	(0.00)
Medicare CMI	2.18	1.82	1.94	1.88	1.89	1.91	1.97	1.81	1.86	1.92	2.00	2.09	1.99	1.94	0.05
IP Surgery Cases	786	800	717	742	742	745	836	814	814	736	763	807	799	775	24
OP Surgery Cases	426	383	351	368	376	386	471	434	478	440	422	571	550	426	125
Transplants	12	11	11	8	16	11	16	14	13	13	17	14	18	13	5
Total ER Visits	9,183	9,844	9,875	9,764	8,991	8,662	9,721	9,532	9,647	9,118	9,505	9,231	8,955	9,423	(468)
ED to Admission	11.29%	11.01%	11.06%	11.61%	11.36%	11.49%	11.53%	11.40%	11.68%	11.88%	11.58%	11.89%	11.88%	11.48%	0.40%
ED to Observation	10.52%	10.66%	9.05%	9.35%	11.10%	10.14%	9.49%	10.14%	9.96%	9.60%	10.38%	10.75%	10.11%	10.10%	0.01%
ED to Adm/Obs	21.81%	21.67%	20.11%	20.96%	22.46%	21.62%	21.03%	21.55%	21.64%	21.47%	21.97%	22.64%	21.99%	21.58%	0.41%
Quick Care	15,811	16,971	20,344	20,786	18,744	17,859	20,910	19,463	19,502	17,230	16,023	18,963	16,248	18,550	(2,302)
Primary Care	6,780	6,670	6,407	5,740	6,842	6,589	6,458	5,875	6,934	6,523	5,286	7,075	5,801	6,432	(631)
UMC Telehealth - QC	313	450	667	729	526	474	542	509	433	382	433	432	532	491	41
OP Ortho Clinic	-	-	665	658	1,431	1,234	1,722	1,564	1,514	1,572	1,286	1,380	1,579	1,303	276
Deliveries	129	133	142	137	137	116	120	101	92	136	140	157	154	128	26

Payor Mix Trend

IP- Payor Mix 12 Mo Sep- 23

Fin Class	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	12-Mo Avg	Sep to Avg Var
Commercial	17.25%	17.86%	16.03%	15.28%	16.69%	15.57%	18.38%	16.91%	17.44%	17.62%	15.62%	16.90%	17.69%	16.80%	0.89%
Government	4.12%	4.63%	3.26%	3.70%	3.08%	4.00%	4.35%	3.97%	4.11%	3.54%	4.56%	4.43%	4.16%	3.98%	0.18%
Medicaid	44.63%	43.43%	44.29%	43.28%	43.39%	43.29%	43.43%	43.82%	41.23%	43.45%	44.61%	41.85%	45.49%	43.39%	2.10%
Medicare	27.74%	28.96%	31.19%	32.57%	31.48%	32.12%	29.21%	31.18%	32.49%	29.37%	30.74%	31.36%	28.64%	30.70%	(2.06%)
Self Pay	6.26%	5.12%	5.23%	5.17%	5.36%	5.02%	4.63%	4.12%	4.73%	6.02%	4.47%	5.46%	4.02%	5.13%	(1.11%)

ED- Payor Mix 12 Mo Sep- 23

Fin Class	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	12-Mo Avg	Sep to Avg Var
Commercial	18.07%	17.92%	16.36%	16.66%	17.90%	17.17%	17.99%	16.58%	17.24%	17.32%	17.09%	17.43%	18.18%	17.31%	0.87%
Government	4.05%	4.10%	3.56%	3.67%	3.67%	3.96%	4.56%	3.84%	4.44%	4.32%	4.89%	4.92%	4.31%	4.17%	0.14%
Medicaid	51.20%	51.95%	54.76%	53.46%	51.71%	53.33%	52.97%	53.70%	52.05%	49.77%	49.57%	48.35%	50.48%	51.90%	(1.42%)
Medicare	13.79%	14.23%	13.53%	14.34%	14.96%	15.19%	13.97%	14.67%	15.00%	15.65%	15.56%	15.99%	15.05%	14.74%	0.31%
Self Pay	12.89%	11.80%	11.79%	11.87%	11.76%	10.35%	10.51%	11.21%	11.27%	12.94%	12.89%	13.31%	11.98%	11.88%	0.10%

Payor Mix Trend

Surg IP- Payor Mix 12 Mo Sep- 23

Surg IP	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	12-Mo Avg	Sep to Avg Var
Commercial	23.41%	20.70%	20.89%	20.56%	20.16%	20.27%	22.61%	20.76%	22.11%	21.13%	19.27%	22.30%	21.32%	21.18%	0.14%
Government	5.09%	6.48%	5.43%	6.32%	4.44%	6.80%	6.58%	6.51%	5.65%	5.42%	6.29%	5.45%	8.10%	5.87%	2.23%
Medicaid	36.89%	33.92%	38.58%	38.85%	37.63%	37.87%	36.95%	38.45%	36.12%	42.28%	41.80%	36.06%	38.04%	37.95%	0.09%
Medicare	28.12%	32.79%	30.50%	28.09%	32.12%	30.13%	29.19%	29.49%	30.59%	26.29%	28.05%	32.60%	28.05%	29.83%	(1.78%)
Self Pay	6.49%	6.11%	4.60%	6.18%	5.65%	4.93%	4.67%	4.79%	5.53%	4.88%	4.59%	3.59%	4.49%	5.17%	(0.68%)

Surg OP- Payor Mix 12 Mo Sep- 23

Surg OP	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	12-Mo Avg	Sep to Avg Var
Commercial	33.80%	33.68%	28.21%	36.14%	26.06%	26.17%	24.63%	29.95%	31.80%	33.40%	29.86%	34.15%	31.45%	30.65%	0.80%
Government	8.22%	6.27%	5.70%	5.43%	5.85%	7.77%	7.01%	7.37%	9.00%	8.64%	6.64%	9.11%	8.00%	7.25%	0.75%
Medicaid	36.85%	36.81%	42.17%	32.61%	42.82%	39.12%	42.24%	35.25%	36.40%	34.55%	38.38%	33.10%	36.00%	37.53%	(1.53%)
Medicare	17.84%	20.37%	20.51%	21.74%	23.14%	25.90%	24.42%	24.19%	20.92%	22.73%	22.99%	19.96%	22.18%	22.06%	0.12%
Self Pay	3.29%	2.87%	3.41%	4.08%	2.13%	1.04%	1.70%	3.24%	1.88%	0.68%	2.13%	3.68%	2.37%	2.51%	(0.14%)

SUMMARY INCOME STATEMENT SEP

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$391,079,116	$434,463,541	($43,384,425)	(9.99%)	
Net Patient Revenue	$75,358,908	$77,486,828	($2,127,920)	(2.75%)	
Other Revenue	$3,309,771	$3,459,034	($149,263)	(4.32%)	
Total Operating Revenue	**$78,668,679**	**$80,945,862**	**($2,277,183)**	**(2.81%)**	
Net Patient Revenue as a % of Gross	19.27%	17.84%	1.43%	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$77,789,004**	**$79,933,630**	**($2,144,626)**	**(2.68%)**	

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**$879,675**	**$1,012,232**	**($132,557)**	**(13.10%)**	
Add back: Depr & Amort.	$3,875,362	$3,443,970	$431,393	12.53%	
Tot Inc from Ops plus Depr & Amort.	**$4,755,037**	**$4,456,201**	**$298,836**	**6.71%**	
Operating Margin (w/Depr & Amort.)	**6.04%**	**5.51%**	**0.54%**	**-**	

SUMMARY INCOME STATEMENT YTD SEP

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$1,167,590,180	$1,335,719,923	($168,129,743)	(12.59%)	
Net Patient Revenue	$221,604,714	$234,841,524	($13,236,810)	(5.64%)	
Other Revenue	$12,138,140	$10,531,633	$1,606,507	15.25%	
Total Operating Revenue	**$233,742,854**	**$245,373,157**	**($11,630,303)**	**(4.74%)**	
Net Patient Revenue as a % of Gross	18.98%	17.58%	1.40%	-	
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$230,935,861**	**$242,134,817**	**($11,198,956)**	**(4.63%)**	
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**$2,806,993**	**$3,238,340**	**($431,347)**	**(13.32%)**	
Add back: Depr & Amort.	$11,544,660	$10,249,009	$1,295,651	12.64%	
Tot Inc from Ops plus Depr & Amort.	**$14,351,654**	**$13,487,349**	**$864,304**	**6.41%**	
Operating Margin (w/Depr & Amort.)	**6.14%**	**5.50%**	**0.64%**	-	

SUMMARY INCOME STATEMENT TREND

REVENUE	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	12-Mo Avg	Sep to Avg Var
Total Gross Patient Revenue	$353,902	$357,810	$353,064	$369,393	$359,307	$347,996	$401,766	$373,152	$389,558	$369,657	$375,131	$401,381	$391,079	$371,010	$20,069
Net Patient Revenue	$64,304	$63,577	$65,144	$65,505	$69,348	$69,080	$77,823	$72,544	$74,986	$71,836	$73,939	$72,307	$75,359	$70,033	$5,326
Other Revenue	$2,581	$4,113	$2,099	$7,116	$2,462	$3,210	$2,559	$3,154	$3,822	$3,772	$5,105	$3,723	$3,310	$3,643	($333)
Total Operating Revenue	**$66,885**	**$67,690**	**$67,244**	**$72,621**	**$71,810**	**$72,291**	**$80,382**	**$75,699**	**$78,808**	**$75,607**	**$79,044**	**$76,030**	**$78,669**	**$73,676**	**$4,993**
Net Patient Revenue as a % of Gross	18.17%	17.77%	18.45%	17.73%	19.30%	19.85%	19.37%	19.44%	19.25%	19.43%	19.71%	18.01%	19.27%	18.87%	0.40%

EXPENSE	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	12-Mo Avg	Sep to Avg Var
Salaries, Wages and Benefits	$39,487	$41,427	$40,375	$42,921	$42,637	$43,764	$47,120	$46,002	$46,511	$44,902	$49,645	$46,595	$46,126	$44,282	$1,844
Supplies	$12,110	$12,085	$12,293	$15,052	$13,377	$11,336	$14,367	$12,810	$13,142	$14,540	$13,216	$13,699	$15,388	$13,169	$2,219
Other	$15,892	$16,152	$15,764	$16,390	$17,222	$14,440	$15,180	$15,911	$16,124	$14,467	$14,697	$15,295	$16,275	$15,628	$647
Total Operating Expense	**$67,490**	**$69,664**	**$68,432**	**$74,363**	**$73,237**	**$69,541**	**$76,666**	**$74,722**	**$75,778**	**$73,909**	**$77,558**	**$75,589**	**$77,789**	**$73,079**	**$4,710**

INCOME FROM OPS	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	12-Mo Avg	Sep to Avg Var
Total Inc from Ops	**($605)**	**($1,974)**	**($1,188)**	**($1,742)**	**($1,427)**	**$2,750**	**$3,716**	**$976**	**$3,031**	**$1,698**	**$1,486**	**$441**	**$880**	**$597**	**$283**
Add back: Depr & Amort.	$2,802	$2,811	$2,811	$3,287	$3,231	$2,904	$2,956	$2,953	$2,965	$3,732	$3,752	$3,918	$3,875	$3,177	$699
Tot Inc from Ops plus Depr & Amort.	**$2,196**	**$837**	**$1,623**	**$1,545**	**$1,804**	**$5,653**	**$6,671**	**$3,930**	**$5,996**	**$5,430**	**$5,238**	**$4,359**	**$4,755**	**$3,774**	**$982**
Operating Margin (w/Depr & Amort.)	**3.28%**	**1.24%**	**2.41%**	**2.13%**	**2.51%**	**7.82%**	**8.30%**	**5.19%**	**7.61%**	**7.18%**	**6.63%**	**5.73%**	**6.04%**	**5.12%**	**0.92%**

SALARY & BENEFIT EXPENSES

	Actual	Budget	Variance	% Variance	
Salaries	$30,263,988	$33,120,951	($2,856,963)	(8.63%)	
Benefits	$14,663,169	$15,043,390	($380,221)	(2.53%)	
Overtime	$804,025	$937,377	($133,351)	(14.23%)	
Contract Labor	$394,820	$957,008	($562,188)	(58.74%)	
TOTAL	$46,126,002	$50,058,725	($3,932,723)	(7.86%)	
Paid FTEs	3,816	3,932	(117)	(2.97%)	
SWB per FTE	$12,088	$12,730	($641)	(5.04%)	
SWB/APD	$2,685	$2,427	$258	10.63%	
SWB % of Net	61.21%	64.60%	-	(3.39%)	
AEPOB	6.66	5.72	0.94	16.50%	

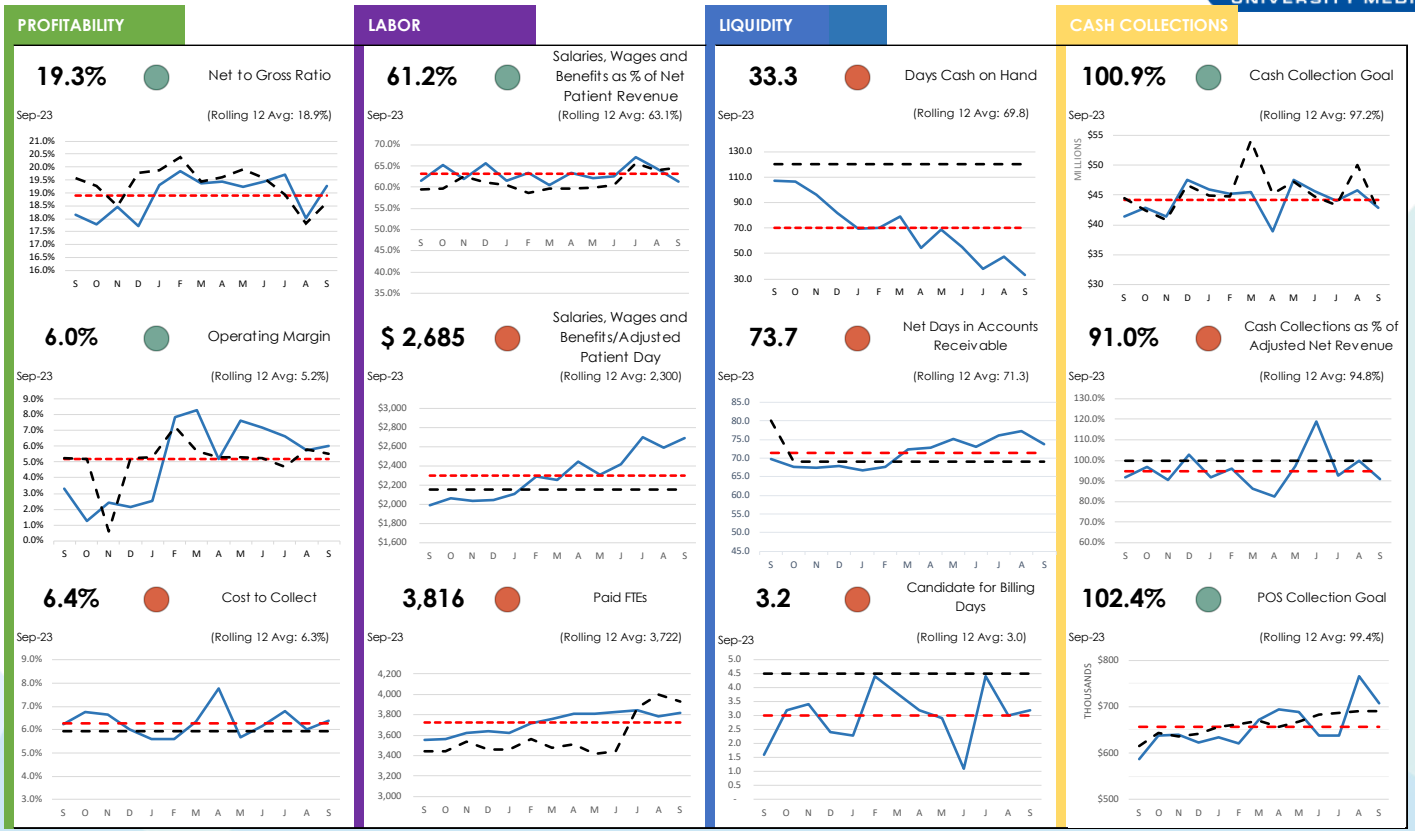
SALARY & BENEFIT EXPENSE TREND

SALARY & BENEFIT EXPENSE	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	12-Mo Avg	Sep to Avg Var
Salaries	$25,194	$27,845	$26,358	$28,230	$27,978	$26,094	$28,739	$29,150	$29,583	$28,388	$33,875	$30,217	$30,264	$28,471	$1,793
Benefits	$12,359	$11,626	$12,009	$12,385	$12,426	$11,525	$12,671	$12,743	$12,670	$12,982	$13,781	$14,915	$14,663	$12,674	$1,989
Overtime	$1,012	$961	$1,128	$1,116	$936	$813	$1,277	$1,228	$1,286	$1,112	$1,030	$830	$804	$1,061	($257)
Contract Labor	$922	$995	$880	$1,191	$1,298	$5,332	$4,432	$2,881	$2,971	$2,420	$958	$634	$395	$2,076	($1,681)
Nursing	$555	$571	$522	$704	$877	$1,171	$1,287	$1,066	$724	$377	$273	$183	$163	$692	($529)
Physician	-	-	-	-	-	$3,721	$2,656	$1,252	$1,707	$1,097	$152	$25	$61	$1,516	($1,455)
Other	$366	$423	$358	$487	$421	$441	$490	$563	$540	$947	$533	$425	$171	$500	($329)
TOTAL	**$39,487**	**$41,427**	**$40,375**	**$42,921**	**$42,637**	**$43,764**	**$47,120**	**$46,002**	**$46,511**	**$44,902**	**$49,645**	**$46,595**	**$46,126**	**$44,282**	**$1,844**
Paid FTE	3,553	3,570	3,630	3,625	3,623	3,715	3,762	3,813	3,810	3,831	3,847	3,788	3,816	3,714	102
SWB per FTE	$11,114	$11,604	$11,121	$11,840	$11,769	$11,781	$12,525	$12,063	$12,207	$11,722	$12,904	$12,300	$12,088	$11,913	$176
SWB/APD	$1,988	$2,059	$2,032	$2,047	$2,109	$2,285	$2,205	$2,371	$2,304	$2,414	$2,700	$2,585	$2,685	$2,258	$427
SWB % of Net	**61.41%**	**65.16%**	**61.98%**	**65.52%**	**61.48%**	**63.35%**	**60.55%**	**63.41%**	**62.03%**	**62.51%**	**67.14%**	**64.44%**	**61.21%**	**63.25%**	**(2.04%)**
OT % of Productive	**3.25%**	**3.29%**	**3.72%**	**3.44%**	**3.15%**	**2.98%**	**3.68%**	**3.74%**	**3.76%**	**3.57%**	**2.97%**	**2.47%**	**2.65%**	**3.34%**	**(0.68%)**
AEPOB	**5.37**	**5.50**	**5.48**	**5.36**	**5.56**	**5.43**	**5.46**	**5.90**	**5.85**	**6.18**	**6.49**	**6.51**	**6.66**	**5.76**	**0.91**

EXPENSES SEP

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,830,225	$3,031,833	($201,608)	(6.65%)	
Supplies	$15,387,985	$13,977,060	$1,410,925	10.09%	
Purchased Services	$6,907,259	$6,458,919	$448,340	6.94%	
Depreciation	$2,445,337	$2,393,627	$51,710	2.16%	
Amortization	$1,430,025	$1,050,343	$379,682	36.15%	
Repairs & Maintenance	$905,457	$889,894	$15,562	1.75%	
Utilities	$724,961	$754,146	($29,185)	(3.87%)	
Other Expenses	$861,428	$1,061,141	($199,714)	(18.82%)	
Rental	$170,325	$257,941	($87,616)	(33.97%)	
Total Other Expenses	**$31,663,002**	**$29,874,905**	**$1,788,097**	**5.99%**	

KEY FINANCIAL INDICATORSEP



Actual
Rolling Average
Target

FY24 CASH FLOW

	September 2023	August 2023	July 2023	YTD of FY2024
Operating Activities				
Cash received from patients and payors	44,909,583	94,014,321	45,224,502	184,148,407
Cash paid to vendors	(26,428,421)	(35,464,017)	(32,431,981)	(94,324,419)
Cash paid to employees	(41,615,053)	(38,320,634)	(47,101,249)	(127,036,936)
Other operating receipts/(disbursements)	1,694,794	1,740,447	5,105,232	8,540,473
Net cash provided by/(used in) operations	(21,439,098)	21,970,117	(29,203,495)	(28,672,476)
Investing Activities				
Purchase of property and equipment, net	(5,917,527)	(5,263,060)	(4,996,577)	(16,177,164)
Interest received	1,334	5,565,457	1,334	5,568,125
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	12,433,479	1,561,978	19,748,991	33,744,448
Net cash provided by/(used in) investing activities	6,517,287	1,864,375	14,753,748	23,135,409
Financing Activities				
From/(to) Clark County	-	-	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	(6,565,000)	-	-	(6,565,000)
Interest paid	(101,757)	-	-	(101,758)
Other	-	-	-	-
Net cash provided by/(used in) financing activities	(6,666,757)	-	-	(6,666,757)
Increase/(decrease) in cash	(21,588,569)	23,834,492	(14,449,748)	(12,203,824)
Cash beginning of period	44,235,813	20,401,321	34,851,069	34,851,068
Cash end of period	22,647,244	44,235,813	20,401,321	22,647,244
Unrestricted cash	22,647,244	44,235,813	20,401,321	22,647,244
Cash restricted by donor	3,947,382	3,813,356	3,665,424	3,947,382
Internally designated cash	45,459,052	57,892,531	59,454,510	45,459,052

FY24BALANCE SHEET HIGHLIGHTS

	Sep 2023	Aug 2023	July 2023
CASH			
Unrestricted	$ 22.6	$ 44.2	$ 20.4
Restricted by donor	3.9	3.8	3.7
Internally designated	45.5	57.9	59.5
	$ 72.0	$ 105.9	$ 83.6
NET WORKING CAPITAL	$ 285.6	$ 276.5	$ 272.4
NET PP&E	$ 221.1	$ 217.3	$ 213.9
LONG-TERM DEBT	$ -	$ -	$ -
NET PENSION LIABILITY	$ 630.4	$ 630.4	$ 630.4
NET POSITION	$ (195.5)	$ (196.1)	$ (201.8)

OUTSTANDING SUPPLEMENTAL PAYMENTS

Outstanding Payments	FY 2020 TOTAL	FY 2021 TOTAL	FY 2022 TOTAL	FY 2023 TOTAL	FY 2024 TOTAL	TOTAL
UPL	-	-	6,530,653	-	20,673,990	27,204,644
IP NSGO UPL	-	-	*3,493,253*	-	*18,261,738*	*21,754,991*
OP NSGO UPL	-	-	-	-	*2,412,252*	*2,412,252*
GME	-	-	*3,037,400*	-	-	*3,037,400*
Practitioner UPL	-	-	-	788,434	-	788,434
DSH	-	-	482,740	-	Opt-Out	482,740
Directed Payments (Hospital)	-	-	36,998,806	136,651,541	49,826,368	223,476,714
IP Hospital Directed Payments	-	-	*36,998,806*	*122,586,285*	*42,793,740*	*202,378,830*
OP Hospital Directed Payments	-	-	-	*14,065,256*	*7,032,628*	*21,097,884*
Directed Payments (Professional)	2,737,698	3,487,072	4,379,125	13,628,759	3,075,000	27,307,655
IAF	-	-	-	-	3,075,965	3,075,965
Total Outstanding Payments	$ 2,737,698	$ 3,487,072	$ 48,391,324	$ 151,068,734	$ 76,651,323	$ 282,336,151

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
October 18, 2023

Agenda Item #

6

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

Issue:	**Scope of Work Update**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Audit and Finance Committee receive report on the process and procedures used to identify scope of work in construction projects; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Committee requested a follow up on the process and procedures staff uses to identify the scope of work in construction projects.

Cleared for Agenda
October 18, 2023

Agenda Item #
7

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 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.
9	RFI 2009-10	No	Change Healthcare Technologies, LLC	Amendment	No	3 Years	60 days prior to the expiration of the then current Term	Base Agreement $119,280.80 Previous Amendments $416,570.00 Amendment 5 $390,976.08 Cumulative Total $926,826.88	Support Services included in the Annual License Fee	Increase $390,976.08	Case Management	Amendment 5 adds InterQual AutoReview and other Product Criteria. The AutoReview is a cloud-based solution that helps efficiently automate medical review decisions during patient admissions using real-time data in Epic. It applies AI to predict the likelihood of whether a patient will be placed in observation or inpatient status, and whether the patient will require a short or long stay.
10	RFP 2019-08	No	Firm Revenue Cycle Management	Amendment	Yes	1 Year	30 days w/o cause	Base Agreement NTE $1,800,000 Amendment 1 NTE $600,000 Amendment 2 NTE $900,000 Cumulative Total NTE $3,300,000	None	Increase NTE $300,000	Patient Accounting	Amendment 2 for Out-of-State Medicaid Billing and Collection Services exercises the second extension option extending the Term through December 31, 2024 and adds more funds in the total NTE amount of $300,000 as Company increased its collection efforts, bringing the total NTE Agreement value for this one (1) year extension to $900,000. Continuation of services with Company offers additional expertise in maintaining out-of-state enrollments and knowledge with all the states' billing/collection requirements.
11	RFP 2020-16	No	Firm Revenue Cycle Management	Amendment	Yes	1 Year	30 days w/o cause	Base Agreement NTE $1,500,000 Amendment 1 NTE $1,500,000 Cumulative Total NTE $3,000,000	None	Increase NTE $1,500,000	Patient Accounting	Amendment 1 for Workers' Compensation Services extends the Term for 1 year through 11/18/24 and adds an additional funding of NTE $1,500,000. This service is beneficial as Firm manages, bills and collects on all workers' compensation cases ensuring UMC receives the maximum reimbursement due.
12	RFP 2023-10	No	Firm Revenue Cycle Management	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE $3,750,000	None	Savings Est. $7,500 annually	Patient Accounting	Award RFP No. 2023-10, Zero Balance Review Services, to Firm Revenue Cycle Management. Firm shall work on placed patient accounts with an insurance balance of zero ($0.00) that have been paid or denied by: 1) commercial insurance; 2) a contracted payer; 3) workers' compensation; 4) managed Medicare; and 5) managed Medicaid ("Domestic Accounts"). Firm will seek to obtain reimbursement for all UMC's Domestic Accounts with a zero balance through billing, follow-up and collection activities related to such accounts. Firm will also staff and manage an offsite billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management. Firm will employ professionals versed in the various insurance plans and a wide range of health coverage throughout the USA to ensure UMC is in compliance and reimbursed properly for these services. All services performed by Firm are provided remotely. This service is beneficial as Firm will review accounts on accuracy of reimbursement to ensure that there are no missed revenue opportunities for UMC.
13	NRS 332.115(1)(b)	No	Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE $1,250,000	None	N/A	Patient Accounting	Vendor to provide: • Comprehensive Charge Description Master (CDM) update with education and training to UMC's clinical directors and managers; • CDM technical support and assistance on CDM procedures, supply coding and billing-related issues; • Perform a manual Chart-to-Claim Assessment to evaluate documentation, charging and billing practices to determine if UMC is compliantly capturing all procedures and services documented; and • Any other compliance and/or revenue cycle projects as requested by UMC Management. HCS' consultants help ensure we are building the CDM and correctly utilizing the appropriate charges; UMC depends on their expertise while building new service lines; and HCS also provides industry updates and changes to ensure hospital's compliance.

14	NRS 332.115(1)(b)	No	TJK Consulting Engineers	New Contract	N/A	9 Months	7 days w/o cause	Base Agreement NTE $203,400	None	N/A	Plant Ops	Create a study/report to identify the energy and power needs of UMC to facilitate a micro grid on the project site to provide primary power to the entire UMC campus upon loss of utility power due to earthquake, flooding and other natural disasters. The goal of the report is to assist with the development of actionable projects for future funding opportunities to support the emergency power needs.
15	NRS 450.525 NRS 450.530	Yes	Philips Healthcare	New Contract	N/A	1 Year	60 days w/o cause	Base Agreement NTE $1,382,396.47	$1,382,396.47	N/A	Radiology	Approve Turnkey Agreement to Design/Build services as required to modify the existing Trauma Room for the new Incisive 5100 CT System.
16	Bid 2023-13	No	Monument Construction	New Contract	N/A	240 days	immediately for convenience	Base Agreement $3,107,018.00	None	N/A	Plant Operations	Bid to support the remodel of the 2nd floor 2040 Building with the intent to prepare/clear space to a “shell” configuration. Build out two new spaces.
18	N/A	No	Clark County Real Property Mgmt / Interagro, Inc.	New Contract	N/A	N/A	Due Diligence Period	$3,500,000.00	None	N/A	Executive Office	This request is for approval to execute necessary documents for the purchase of property located on approximately 2.22 acres of developed land (APN 161-04-520-004) near the southwest corner of Charleston Boulevard and Sloan Lane. The purchase transaction is between Clark County Real Property Management and Interagro Inc.; however, the property will be utilized exclusively by UMC

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**
17	N/A	No	Department of Health and Human Services Assistant Secretary for Preparedness & Response	New Contract	N/A	09/30/2022 – 09/29/2025	30 calendar days written notice	$295,000	Executive Office	This funding was made available by Congress to support the integration of military teams into daily patient care operations in civilian trauma centers. UMC is the largest military civilian partnership in the country with over 400 rotating military medical professionals participating yearly. UMC will utilize the grant funds for salary support, credentialing software, equipment, and malpractice insurance fees, among other things.

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. This request is for the following: update and increase power capability for the OR rooms and ENDO Suite 1. Due to required increased Laminar flow air exchange rates within OR suites, update and increase fire alarm system coverage to bring, and ensure, that OR 12, 14 and ENDO Suite 1 are compliant with current NFPA life safety code. Replace unforseen deteriorated/rusted metal wall framing discovered in OR 12 and 14. Update and replace unforeseen deteriorating waste plumbing upon removal of drywall and ceiling systems located above OR 12 and 14. Add Medgas monitoring and alarm

Cleared for Agenda
October 18, 2023

Agenda Item #
8

system to comply with CMS/Joint Commission requirements for Med Gas alarm notification and install additional isolation valves to minimize disruptions to operational ORs while work was being performed on the Med Gas system.

New Building Controls were added to this project to minimize future OR disruption while performing a necessary campus wide control upgrade. (Currently under development)

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

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600
GLN: 0724995000004

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)

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:	**Fifth Amendment to InterQual Agreement with Change Healthcare Technologies, 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 Fifth Amendment to Agreement with Change Healthcare Technologies, LLC for InterQual Services subscription; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000829000
Funded Pgm/Grant: N/A
Description: Add InterQual AutoReview license
Bid/RFP/CBE: RFI 2009-10
Term: Amendment 5 – 11/1/2023 to 11/14/2026
Amount: Amendment 5 – additional $390,976.08; potential total aggregate is $926,826.88
Out Clause: 60 days prior to the expiration of the then current Term

BACKGROUND:

On March 21, 2013, UMC executed an Order Form ("Agreement") with Change Healthcare Technologies, LLC ("CHC") (previously called McKesson Health Solutions, LLC) for the purchase of InterQual software licenses to assist in medical decision-making when treating acute adult and acute pediatric patients. The InterQual criteria established in the program is a first-level screening tool to assist in determining if the proposed services are clinically indicated and provided in the appropriate level or whether further evaluation is required. First Amendment, effective July 1, 2013, added the Symphonia HL7 Interface Enabler and updated Exhibits A to E. Second Amendment, effective November 17, 2016, updated the Fees, extended the Term of the Agreement for five (5) years ending November 14, 2021, terminated certain software products, migrated to InterQual Connect and added ILS LOC Training. Third Amendment, effective August 19, 2020, updated Exhibits 1 and 2 of InterQual Connect and terminated the use of the InterQual Review Manager software. Fourth Amendment, effective Febuary 23, 2022, extended the Term of the Agreement for five (5) years ending November 14, 2026, updated the Product List with a new Exhibit 1, License Fee Schedule with a new Exhibit 2, updated ILS LOC Training, and added IQCI Certifications with a new Exhibit 3.

This Fifth Amendment requests to increase the funding by an additional amount of $390,976.08 to add the InterQual AutoReview product to the Agreement. AutoReview is a cloud-based solution that helps efficiently automate medical review decisions during patient admissions using real-time data in Epic. It applies AI to

Cleared for Agenda
October 18, 2023

Agenda Item #
9

predict the likelihood of whether a patient will be placed in observation or inpatient status, and whether the patient will require a short or long stay. Either party may terminate this Agreement with a 60-day written notice to the other prior to the expiration of the then current Term.

UMC's Care Management Director 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 because this Agreement is for the provision of remote services.

Amendment

This **Fifth Amendment No. P202410070534** ("Amendment") to the contract(s) listed in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC" or "Change Healthcare") and University Medical Center of Southern Nevada ("Customer"). This Amendment is governed by the terms and conditions of the McKesson Master Agreement No. MA0910574, internal CHC No. 15823, dated November 15, 2011, ("MA"), and is effective as of the latest date in the signature block ("Amendment Effective Date").

Amended Agreements

Contract No./Name:	Effective Date:
Amendment No. 36923v5	February 23, 2022
Amendment No. 31721	August 19, 2020
Renewal Order No. 28772	November 15, 2016
Amendment No. 23228	July 1, 2013
Order Form No. 21949	March 21, 2013

Purpose

Customer is adding new products.

The parties agree to the following terms.

Exhibits

1	**Product Terms**
2	**Supplemental Exhibits**
	Solutions and Pricing Exhibit
	Implementation, Education and Consulting Services Exhibit

Terms and Conditions

1. **Added Product.** As of the Start Dates identified in Exhibit 2, for the remainder of the Renewal identified in the Agreement, Customer is granted a license for the Products at the Facility listed in Exhibit 2, subject to the same Usage-Based Variables set forth at each Facility listed in Exhibit 2.

2. **Fees.** The annual License fees for the Products listed in Exhibit 2, Solutions and Pricing Exhibit, are as set forth in that exhibit. The Services fees for the Services listed in Exhibit 2, Implementation, Education and Consulting Services Exhibit, are as listed in that exhibit.

3. **Discount Reporting**. This Amendment, and any discounts provided under this Amendment, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this Amendment and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by CHC about the discount. CHC will comply with all applicable requirements of 42 U.S.C. 1001.952(h)(ii).

4. **Authorization.** The pricing in this Amendment and CHC's corresponding offer to Customer expires unless CHC receives this Amendment signed by Customer on or before the expiration date in the attached Exhibit 2 Solutions and Pricing Exhibit.

5. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the parties regarding the subject matter of this Amendment and supersedes any other communications relating to the subject matter of this Amendment.

CHANGE HEALTHCARE TECHNOLOGIES, LLC	**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**
By: _____	By: _____
Name: _____	Name: Mason Van Houweling
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____

Exhibit 1

Product Terms

1. **Protected Health Information.** The parties hereby agree that the use and disclosure of Protected Health Information (as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), in connection with this Amendment, will be governed by the Business Associate Agreement dated June 18, 2010 ("BAA"), which is herein incorporated into this Amendment as if fully set forth herein.

2. **Interqual AutoReview.**
    a. ASP Software. InterQual AutoReview is ASP Software and will not be installed at Customer's Facility(ies) or Data Center(s).
    b. Customer Data. To the extent permitted by law, and by the confidentiality provisions of the MA, CHC may use Customer Data provided by using InterQual AutoReview for product development and improvement, internal monitoring, and benchmarking.
    c. Data Aggregation and De-Identification. Notwithstanding anything to the contrary in the Business Associate Agreement between the parties, Customer authorizes CHC to (i) de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and to Use or Disclose such de-identified data, subject to the requirements of the BAA, for the purpose of promoting a better healthcare system unless prohibited by applicable law; and (ii) use PHI to provide Data Aggregation services for the Health Care Operations of Customer as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). CHC will not sell identifiable patient data or de-identified data.
    d. Customer data will be used by CHC to support the use, support, improvement, and development of the Product.

Exhibit 2

Supplemental Exhibits

The Supplemental Exhibits listed in the Exhibits table on page 1 are attached below and continue on subsequent pages.

[SEE FOLLOWING PAGES]

Solutions and Pricing Exhibit
University Medical Center of Southern Nevada
Opportunity Number: OPTY-703383
Master License Number: MA_15823

FEES SUMMARY

Product Category	Fees
Products	$355,976.08
GRAND TOTALS:	$355,976.08

*Plus applicable Fees listed on the attached Implementation, Education and Consulting Services Exhibit.

The pricing in this Exhibit expires unless Change Healthcare receives this agreement signed by Customer on or before **03-16-2024**.

TERM ROLL UP PRODUCTS

Term Start Date	Term End Date	Term	Net $ Products
11-01-2023	11-14-2023	Term 1	$4,555.57
11-15-2023	11-14-2024	Term 2	$117,140.17
11-15-2024	11-14-2025	Term 3	$117,140.17
11-15-2025	11-14-2026	Term 4	$117,140.17

PAYMENT SCHEDULE

Payment Schedule for Products Licenses Fees: Notwithstanding anything to the contrary in the Agreement, the annual payments for the Software, Clinical Content, and ASP Services, and the number of Covered Lives/Beds/Reviews/Claims/Transactions set forth herein are not subject to decrease.

Products:	**Annual Fees:** 100% of the fees for Term 1 are due within thirty (30) days of invoice date after the Term Start Date, and if applicable, pro-rated to the end of the current billing period. Subsequent annual Fees are due within thirty (30) days of invoice date after each Term Start Date.
Implementation, Education and Consulting Services:	Fees are due in accordance with the payment terms on the attached Implementation, Education and Consulting Services Exhibit.

FACILITIES

University Medical Center of Southern Nevada
1800 West Charleston Boulevard, Las Vegas, NV, 89102

IRR Administrator: Kevin Jarrett-Lee
Tel: (702) 383-2000
E-Mail: kevin.jarrett-lee@umcsn.com

Software Admin Contact: Kevin Jarrett-Lee
Tel: (702) 383-2000
E-Mail: kevin.jarrett-lee@umcsn.com

Product Code(s)	Product Name	Solution Type	Size/Type	Start Date	End Date
72026294	# InterQual(R) Inpatient Rehabilitation Criteria	Clinical Content	25 Beds	11-01-2023	11-14-2026
72026311	# InterQual(R) Long-Term Acute Care Criteria	Clinical Content	25 Beds	11-01-2023	11-14-2026
72026293	# InterQual(R) Subacute & SNF Criteria	Clinical Content	25 Beds	11-01-2023	11-14-2026
72032171	# InterQual(R) AutoReview	Subscription Services	541 Beds	11-01-2023	11-14-2026

# Indicates a product being added to the license as set forth above.

ADMINISTRATION

Sold To:	**Bill To:**
University Medical Center of Southern Nevada	University Medical Center of Southern Nevada
1800 W Charleston Blvd	1800 W Charleston Blvd
Las Vegas, NV, 89102, USA	Las Vegas, NV, 89102, USA
	Attention: Kevin Jarrett-Lee
	Telephone: (702) 383-2000
	E-mail: kevin.jarrett-lee@umcsn.com
Ship To:	
See Facilities information	
Software Download Admin Contact:	
See Facilities information	
IRR Administrator:	
See Facilities information	

Implementation, Education and Consulting Services Exhibit

InterQual® AutoReview Services

1.0 PRICING (MHS19181-M)

Table 1: Project Services for University Medical Center of Southern Nevada

InterQual Services	Fee (Year 1)
InterQual® AutoReview Implementation Services Change Healthcare will provide services to implement the InterQual AutoReview: • Implementation includes a single EHR and a single UM system with Epic System Corporation's EpicCare Clinical Case Management. Additional systems would require additional services/fee to be scoped at the time of request subject to mutual written agreement. • Project management introductory call, pre-kick-off call and project coordination. • Conduct project kick-off meeting with Customer to include workflow assessment/design and Electronic Health Records ("EHR") data integration mapping session. • EHR Set up AutoReview application to integrate data from Customer's EHR to InterQual content. • Testing support of the EHR data integration mapping and end-to-end system validation. • Assess and support education plan for Go Live readiness. • Productive Use planning to support Go Live. • Project wrap up and transition to post implementation support services. Material: 74054240	$35,000.00
InterQual® AutoReview Chart Audit Services Change Healthcare will perform the following services to measure the effectiveness of the initial data mapping and optimize the review of data. Services include: • Chart audits and data analysis of the chart audit results Validate chart audit results against the AutoReview results. • Perform data mapping and model enhancements based on chart audit analysis results. • Provide report of recommendations to optimize use of InterQual and/or Customer's utilization management processes. • Remote support during the active implementation project.	No charge
One-Time Fixed Fee Total:	**$35,000.00**

Payment Terms - Services Fees

$35,000.00 *due within thirty (30) days of invoice date after Term 1 Start Date.

2.0 STATEMENT OF PROJECT SCOPE

Services will be delivered in accordance with the Change Healthcare Guide to Standard Implementation and Training Services ("Services Guide") which may be amended at Change Healthcare's reasonable discretion and is incorporated herein by reference. To obtain the most current version of the Services Guide, contact your Change Healthcare Sales Executive, Account Manager or download from Customer Connection. At no time will there be a material change that will reduce or adversely affect the services to be delivered nor the terms and conditions of the Agreement.

Approximately one (1) to three (3) months following the implementation of AutoReview, Customer will receive Chart Audit services to include:

InterQual® AutoReview Chart Audit Services:

1. *Chart Audit* – conduct chart audit where Change Healthcare will perform up to two (2) times a year for the term of one (1) year.
2. *Analysis* –
    a. Data analysis of the chart audit results highlighting areas that perform outside of benchmark.
    b. Evaluate workflow and processes related to the use of InterQual.
    c. Evaluate workflow and process in defined focus areas, as well as staff use of InterQual and timing to conduct reviews.
    d. Review InterQual and secondary review workflow, staffing and processes.
    e. Review of their enterprise process for utilization management, use of InterQual, and global training approach.
3. *Validation* – validate the chart audit results against the AutoReview results.
4. *Data Mapping and Model Enhancements* – perform data mapping and model enhancements based on chart audit analysis results.
5. *Reporting* – provide a report of recommendations based on best practice to optimize use of InterQual and/or Customer's utilization management processes.

3.0 ASSUMPTIONS

InterQual® AutoReview Assumptions:

1. InterQual® AutoReview Services will be provided remotely.
2. Services include a single data mapping service. Additional mapping services may be contracted for separately in writing.
3. The Protected Health Information ("PHI") option defaults to *off* must be turned *on* to implement AutoReview functionality.
4. The implementation timeline will be dependent upon the availability of required feature/functionality from the validated care management Alliance Partner (Epic). If Customer identifies a business or technical need that falls outside the scope of the Services, the Change Control Process will be invoked as per the Services Guide. Services will be billed at the rates as per the Services Guide, and subject to mutual written agreement.
5. Medical Review Service is required for InterQual AutoReview Go Live.
6. Standard Implementation Services assume a single-phased implementation unless otherwise noted in the Services Exhibit. Additional phases (e.g., rollout of additional criteria) may extend the duration of the project resulting in additional fees to be scoped and agreed to in writing by Change Healthcare and Customer.
7. Implementation Services must be used within eighteen (18) months after the Service Effective Date (i.e., Term 1 Start Date). Any Implementation Services not used within eighteen (18) months of the Service Effective Date, excluding any delays caused directly by CHC, will be forfeited with no refunds or credits and fully earned by CHC, and CHC will be relieved of the obligation to provide the Implementation Services.
8. Change Healthcare will deliver the Services related to Change Healthcare developed Products only.
9. Any operational changes to services will be mutually agreed to by Change Healthcare and Customer. All changes will be evaluated for impact to the project. If the change requires additional services, a separate service agreement or amendment will be executed prior to beginning the work.
10. Customer will use its internal "help desk" as the first line of support for Permitted Users after Productive Use. Customer's help desk personnel will contact Change Healthcare's hotline after the issue has been appropriately screened by Customer.
11. Customer will provide Change Healthcare remote access to its EHR production environment for testing and remediation of EHR data integration mapping iterative development.

4.0 OUT OF SCOPE

1. Mapping and/or re-mapping to any new or additional EHR.
2. System integrations outside those identified above.
3. Configuration of service codes or business rules.
4. Night and weekend Services are not included.
5. Change Healthcare's support with education and the creation or customization of clinical content using InterQual Customize is excluded but may be purchased separately.

5.0 DEFINITIONS

"Electronic Health Record ("EHR")" means an electronic record of a patient's medical history, key administrative, and clinical data relevant to that person's care.
"Fixed Fee ("FF")" means that the Services will be delivered by Change Healthcare at a set price, considering the project scope and the time and resources necessary to complete the Services.
"Productive Use" means the date on which the Software is available to process live data for purposes other than testing or evaluation.

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: N/A

Corporate/Business Entity Name:	Change Healthcare Technologies, LLC	
(Include d.b.a., if applicable)		
Street Address:	5995 Windward Parkway, Suite 500	**Website:** www.changehealthcare.com
City, State and Zip Code:	Alpharetta, GA 30005	**POC Name:** Corporate Secretary Office **Email:** corporatesecretary@changehealthcare.com
Telephone No:	615-932-3000	**Fax No:** 404-420-2300
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)
See officer list attached.		

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.

David Delaney
David Delaney (Sep 25, 2023 17:49 EDT)

Signature

David Delaney

Print Name

SVP & GM Decision Support

Title

Sep 25, 2023

Date

REVISED 7/25/2014

Change Healthcare Technologies, LLC – Officers

Neil E. de Crescenzo - Chief Executive Officer and President
Elizabeth Ann Soderberg – Secretary
Peter Marshall Gill – Treasurer
Heather Anastasia Lang - Assistant Secretary
Timothy Joseph Langdon - Assistant Secretary
Courtney O. Mattson - Assistant Treasurer
Paul Timothy Runice - Assistant Treasurer
John William Kelly - Vice President, Tax Services

- This entity does not have directors

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

Issue:	**Amendment Two to RFP 2019-08 Service Agreement with Firm Revenue Cycle Management, 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 Two to RFP 2019-08 Service Agreement with Firm Revenue Cycle Management, LLC for out-of-state Medicaid billing and collection services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000853000 Funded Pgm/Grant: N/A
Description: Out-of-State Medicaid Billing and Collection Services
Bid/RFP/CBE: RFP 2019-08
Term: Amendment 2 – extend for one (1) year from 1/1/2024 to 12/31/2024
Amount: Amendment 2 – additional NTE $300,000
Out Clause: 30 days w/o cause

BACKGROUND:

On October 30, 2019, the Governing Board awarded RFP No. 2019-08, Out-of-State Medicaid Billing and Collections ("Services"), to FIRM Revenue Cycle Management Services, Inc. (now Firm Revenue Cycle Management, LLC). The Services include, among other things, the provision of onsite representatives to perform eligibility review and coverage determination, authorization and notification, billing and follow-up, reimbursement review, medical record print-outs, timely correspondence with payers, review/resolve account balances, and address patient inquiries. The Agreement term is from January 1, 2020 through December 31, 2022 with two, 1-year extension options at a NTE cost of $600,000 per year. Amendment One, effective January 1, 2023, exercised the first extension option extending the term through December 31, 2023 and updated Attachment B, Fee Schedule.

This Amendment Two requests to: (i) exercise the second extension option extending the term through December 31, 2024; and (ii) add more funds in the NTE amount of $300,000 as Company increased its collection efforts, bringing the total NTE Agreement value for this one (1) year extension to $900,000. Staff also requests authorization for the Hospital CEO to execute future amendments within the not-to-exceed amount of this Agreement if deemed beneficial to UMC.

Cleared for Agenda
October 18, 2023

Agenda Item #
10

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

AMENDMENT TWO TO RFP 2019-08 SERVICE AGREEMENT

This Amendment Two ("**Amendment Two**") is made and entered into as of this 25th day of October, 2023, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "**HOSPITAL**") and FIRM REVENUE CYCLE MANAGEMENT, LLC, a Nevada limited liability company, as successor in interest to FIRM REVENUE CYCLE MANAGEMENT SERVICES, INC. (hereinafter referred to as "**COMPANY**").

RECITALS:

WHEREAS, the parties entered into an RFP 2019-08 Service Agreement dated October 30, 2019 (hereinafter referred to as "**Agreement**") for out-of-state Medicaid billing and collections;

WHEREAS, on January 1, 2023, the parties entered into Amendment One which exercised the first of two options thereby extending the Term through December 31, 2023, and updated Attachment B, Fee Schedule;

WHEREAS, effective May 18, 2023, the Agreement was assigned to COMPANY with the consent of HOSPITAL; and

WHEREAS, the parties desire to further amend the Agreement with this Amendment Two to exercise the second extension option and increase the funding in the manner described herein in anticipation of COMPANY's increased collection efforts.

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

1. Section I, Term of Agreement, HOSPITAL elects to exercise the second (2nd) of two (2) extension options to reflect a new termination date of December 31, 2024.

2. Section II.A, Compensation, the Agreement's not-to-exceed budget is hereby amended to add an additional not-to-exceed amount of $300,000 during the one (1) year extension (new total aggregate amount from January 1, 2024 to December 31, 2024 is NTE $900,000).

3. This Amendment Two may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to this Amendment Two electronically (including without limitation by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment Two, the terms and conditions of this Amendment Two shall govern, prevail, and control. All references to the Agreement shall include this Amendment Two.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Two as of the date first set forth above.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

COMPANY:
FIRM REVENUE CYCLE MANAGEMENT, LLC

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

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: 155

Corporate/Business Entity Name:	Firm Revenue Cycle Management, LLC	
(Include d.b.a., if applicable)		
Street Address:	5590 S Fort Apache	**Website:** FIRMrcm.com and Aspirion.com
City, State and Zip Code:	Las Vegas, NV 89148	**POC Name:** Nancy Momcilovic **Email:** nancy.momcilovic@aspirion.com
Telephone No:	702-473-8900	**Fax No:** 702-666-0347
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

Nancy Momcilovic
Print Name

VP of Operations
Title

10/03/2023
Date

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

Issue:	**Amendment 1 to RFP No. 2020-16 Service Agreement with Firm Revenue Cycle Management, 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 1 to RFP No. 2020-16 Service Agreement with Firm Revenue Cycle Management, LLC for Workers' Compensation Services; authorize the Chief Executive Officer to execute 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: 3000853000
Funded Pgm/Grant: N/A
Description: Workers' Compensation Services
Bid/RFP/CBE: RFP 2020-16
Term: Amendment 1 – extend for one (1) year from 11/19/2023 to 11/18/2024
Amount: Amendment 1 – additional NTE $1,500,000 or potential total aggregate is NTE $3,000,000
Out Clause: 30 days w/o cause

BACKGROUND:

On November 18, 2020, the Governing Board awarded RFP No. 2020-16 Service Agreement for Workers' Compensation Services ("Agreement") to FIRM Revenue Cycle Management Services, Inc. (now Firm Revenue Cycle Management, LLC) to assist UMC with its workers' compensation accounts through billing, follow-up, and collection activities. They also staff and manage an offsite billing center to handle its collection efforts and activities related to such accounts. The Agreement term is from November 19, 2020 through November 18, 2023 with two, 1-year extension options at a NTE cost of $1,500,000. UMC may terminate this Agreement without cause with a 30-day written notice.

This Amendment 1 requests to exercise the first of two options, extending the Agreement term through November 18, 2024, and increase the funding by an additional NTE amount of $1,500,000 as Company increased its collection efforts, bringing the total NTE Agreement value to $3,000,000. Staff also requests authorization for the Hospital CEO to exercise the remaining extension option or amendments if deemed beneficial to UMC.

UMC's Patient Accounting Director has reviewed and recommends award of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
October 18, 2023

Agenda Item #
11

AMENDMENT 1 TO RFP NO. 2020-16 SERVICE AGREEMENT FOR WORKERS' COMPENSATION SERVICES

This Amendment 1 ("**Amendment**") is made and entered into as of this 25th day of October, 2023, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "**HOSPITAL**") and FIRM REVENUE CYCLE MANAGEMENT, LLC, a Nevada limited liability company, as successor in interest to FIRM REVENUE CYCLE MANAGEMENT SERVICES, INC. (hereinafter referred to as "**COMPANY**").

RECITALS:

WHEREAS, the parties entered into a Service Agreement for Workers' Compensation Services effective November 19, 2020 (hereinafter referred to as "**Agreement**");

WHEREAS, effective May 18, 2023, the Agreement was assigned to COMPANY with the consent of HOSPITAL; and

WHEREAS, the parties desire to increase the funding and exercise the first extension option of the Agreement with this Amendment in the manner described herein.

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

1. The Agreement's not-to-exceed budget is hereby amended to add an additional not to exceed amount of $1,500,000 during the one (1) year extension. All references in the Agreement to the budget allowance are amended to include this amount.

2. Section I, Term of Agreement, HOSPITAL elects to exercise the first (1st) of two (2) extension options to reflect a new termination date of November 18, 2024.

3. This Amendment may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to this Amendment electronically (including without limitation by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

4. Except as expressly amended in this Amendment, the remainder of the Agreement shall remain in full force and effect. All references to the Agreement shall include this Amendment.

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

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

COMPANY:
FIRM REVENUE CYCLE MANAGEMENT, LLC

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

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: 155

Corporate/Business Entity Name:	Firm Revenue Cycle Management, LLC	
(Include d.b.a., if applicable)		
Street Address:	5590 S Fort Apache	**Website:** FIRMrcm.com and Aspirion.com
City, State and Zip Code:	Las Vegas, NV 89148	**POC Name:** Nancy Momcilovic **Email:** nancy.momcilovic@aspirion.com
Telephone No:	702-473-8900	**Fax No:** 702-666-0347
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

Nancy Momcilovic
Print Name

VP of Operations
Title

10/03/2023
Date

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

Issue:	**Award RFP No. 2023-10 Zero Balance Review Services to Firm Revenue Cycle Management, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board RFP No. 2023-10 Zero Balance Review Services to Firm Revenue Cycle Management, LLC; approve the RFP No. 2023-10 Service Agreement; authorize the Chief Executive Officer to exercise extensions or amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000853000
Funded Pgm/Grant: N/A
Description: Zero Balance Review Services
Bid/RFP/CBE: RFP 2023-10
Term: 12/26/2023 to 12/25/2026 with two, 1-year options
Amount: NTE $750,000 per year or potential aggregate of NTE $3,750,000 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

On May 30, 2023, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFP No. 2023-10 for Zero Balance Review Services. The RFP was also published in the Las Vegas Review Journal on June 4, 2023. On July 6, 2023, responses were received from:

Cloudmed (an R1 Company)
Elevate Patient Financial Solutions, LLC
Firm Revenue Cycle Management, LLC

An ad hoc committee (comprised of Patient Accounting staff) reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with Firm Revenue Cycle Management, LLC ("Firm").

Cleared for Agenda
October 18, 2023

Agenda Item #
12

For the not-to-exceed RFP award of $750,000 per year for the Term of the Agreement, Firm will work on placed patient accounts with an insurance balance of zero ($0.00) that have been paid or denied by: (1) commercial insurance; (2) a contracted payer; (3) workers' compensation; (4) managed Medicare; and (5) managed Medicaid ("Domestic Accounts"). Firm will seek to obtain reimbursement for all UMC's Domestic Accounts with a zero balance through billing, follow-up and collection activities related to such accounts. Firm will also staff and manage an offsite billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management. Firm will employ professionals versed in the various insurance plans and a wide range of health coverage throughout the USA to ensure UMC is in compliance and reimbursed properly for these services.

The Agreement Term is from December 26, 2023 through December 25, 2026 with the option to extend for two (2), one-year periods. UMC may terminate this Agreement at any time without cause with a 30-day written notice. Staff has negotiated the terms of the Agreement and fees associated with these services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO to execute amendments or extension options at his discretion if deemed beneficial to UMC.

UMC's Patient Accounting Director has reviewed and recommends award of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

RFP 2023-10 SERVICE AGREEMENT FOR ZERO BALANCE REVIEW SERVICES

FIRM REVENUE CYCLE MANAGEMENT, LLC
NAME OF COMPANY
Nancy Momcilovic, Esq., Vice President of Operations
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
5590 South Fort Apache Road Las Vegas, Nevada 89148
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(702) 473-8900 x 210
(AREA CODE) AND TELEPHONE NUMBER
nancy@firmrcm.com
E-MAIL ADDRESS

RFP 2023-10 SERVICE AGREEMENT FOR ZERO BALANCE REVIEW SERVICES

This Service Agreement (the "Agreement") is made and entered into this _____ day of October 2023 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and FIRM REVENUE CYCLE MANAGEMENT, LLC, a Nevada limited liability corporation with its principal place of business at 5590 S. Fort Apache Rd., Las Vegas, NV 89148 (hereinafter referred to as "COMPANY"), for zero balance review services (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance estimated at $750,000 per year, as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from December 26, 2023 through December 25, 2026 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit B**) for the estimated annual amount of **$750,000** for the Term of this Agreement. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
    a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's RFP Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
    b. Any expenses not defined in **Exhibit A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.
    c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston

Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must notify HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by HOSPITAL.

D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services

furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.

F. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
   1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
   2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failure to perform under this Agreement.

G. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

H. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kimberly Hart**, **Patient Accounting Director**, telephone number **(702) 383-3762** or his/her designee. HOSPITAL's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The

revised schedule is subject to HOSPITAL's written approval.

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

a. Not less than thirty (30) calendar days written notice of intent to terminate; and

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

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph G.

c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: Firm Revenue Cycle Management, LLC
Attn: Nancy Momcilovic, Esq., Vice President of Operations
5590 S. Fort Apache Rd.
Las Vegas, NV 89148

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

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

F. Indemnity

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

G. Governing Law / Venue

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

H. Covenant Against Contingent Fees

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

I. Gratuities

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

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

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

M. ADA Requirements

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

N. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector

General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

O. Public Records

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

P. Publicity

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

Q. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in **Exhibit D**.

R. Clark County Business License / Registration

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

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:
    a. A business is physically located in unincorporated Clark County, Nevada.
    b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
    a. A business is physically located outside of unincorporated Clark County, Nevada
    b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information online regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php).

S. Prohibition Against Israel Boycott

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

T. Counterparts

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

U. Survival of Terms

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

V. Waiver; Severability

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

W. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of this Agreement and any attached exhibits, appendices or other materials, this Agreement shall take precedence.

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		FIRM REVENUE CYCLE MANAGEMENT , LLC	
By:_____	_____	By:_____	09/29/2023
MASON VAN HOUWELING Chief Executive Officer	DATE	NANCY MOMCILOVIC, ESQ. Vice President of Operations	DATE

EXHIBIT A
ZERO BALANCE REVIEW SERVICES
SCOPE OF WORK

Zero Balance Review Services which include placement of all patient accounts with an insurance balance of zero ($0.00) that have been paid or denied by: 1) commercial insurance; 2) a contracted payer 3) workers' compensation; 4) managed Medicare; and 5) managed Medicaid ("Domestic Accounts"). COMPANY will seek to obtain reimbursement for all HOSPITAL's Domestic Accounts with a zero balance through billing, follow-up and collection activities related to such accounts. COMPANY will also staff and manage an offsite billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management. COMPANY will also employ professionals versed in the various insurance plans and a wide range of health coverage throughout the United States of America to ensure HOSPITAL is in compliance and reimbursed properly for these services.

1. HOSPITAL INFORMATION

a. **Facility Name:** University Medical Center of Southern Nevada (UMC)

b. **Location:** Las Vegas, NV

i. University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Bed Size: 541

c. **Gross Patient Revenue:**

i. UMC: $ 4,105,471,381

d. **Net Patient Revenue:**

i. UMC: $779,345,339

e. **Patient Accounting System:** Epic

i. Daily note files will be required from COMPANY.

1. COMPANY must utilize standard Epic extracts for referrals of accounts at a ZERO balance **(See Exhibit E for Standard Epic File Specifications and Exhibit F for Vendor File Format Specifications)**.

2. COMPANY must enter notes and transactions directly into Epic via remote access manually or via note files.

ii. If COMPANY must resubmit a paper claim, COMPANY will have access to print.

iii. If COMPANY is required to bill a claim electronically, UMC is required to rebill through its own internal process.

iv. As a reference, an 835 file is not required as payments will be made directly to UMC.

2. UMC VENDOR REQUIREMENTS:

a. COMPANY must have experience working with Epic; UMC would train a super user in Epic. COMPANY would be responsible for training their staff after receiving training from UMC.

b. COMPANY must be licensed in the United States of America as a billing and collection agency.

c. COMPANY must be able to send and receive emails via Transport Layer Security (TLS) encryption to ensure strict adherence to patient privacy.

d. COMPANY will work all accounts placed with COMPANY by UMC remotely.

e. COMPANY will identify accounts that have been denied, underpaid or over-adjusted and are due additional reimbursement, based on contracted rates.

f. COMPANY will follow protocol set forth by each payers' contracts when pursuing additional reimbursement within the timely filing limit.

g. COMPANY's process of working the accounts placed will include the following at minimums:

i. Data analysis of zero dollar accounts to identify potential underpayments. UMC will provide COMPANY with zero balance accounts based on agreed upon time interval.

ii. Contract rate review established by managed care agreements and state fee schedules to identify potential shortages.
iii. If a shortage is identified, COMPANY will rebill claim or appeal as necessary for additional reimbursement.
iv. If an account requires a correction on the claim, COMPANY will rebill the claim as a reconsideration or appeal as required by the payer.
v. If an account requires an electronic rebill, COMPANY will submit a request to UMC to submit the rebill as required.
vi. If an underpayment is due to missed charges or a coding error, the account will be referred to UMC to audit and correct. COMPANY will rebill the corrected claim unless the corrected claim is required to be billed electronically. If the rebill is required to be submitted electronically, COMPANY will submit the request to UMC to complete.
vii. COMPANY will follow up and notate accounts submitted for additional reimbursement consistent with UMC's requirements.
viii. A monthly report must be sent by COMPANY identifying trends, underpaid accounts and overall recovery. The reports can be customized at no additional cost to UMC.

h. COMPANY will comply with UMC's Management Team and provide any necessary documentation requested by UMC including but not limited to the following:
i. Monthly performance reports.
ii. Requested account detail and status.
iii. Access to any necessary sites in order to fully audit accounts in COMPANY's inventory.

i. Placements to COMPANY will include all patient accounts with an insurance balance of zero ($0.00) that have been paid or denied by insurance as outlined by the following:
i. International, Medicaid Fee for Service/Medicaid EMO, Medicaid Out-of-State, Medicare, and Self Pay Accounts will be excluded.
ii. Commercial Insurance, contracted Payers, Workers' Compensation, Managed Medicare, Managed Medicaid will be included in this project. This includes all patient types for hospital, primary care, and quick care clinics.
iii. COMPANY must be able to accept placements transmitted via SFTP. After the initial look-back placement (Date Range TBD), COMPANY will receive placements from UMC from Date 1 onward. This project will include accounts from the Epic system only.

j. COMPANY will be expected to work the accounts up to the time of stale date per payer's contracted term:
i. COMPANY will be provided access to, or copies of current payer contracts, UB-04s, itemized statements, implant invoices, medical records, EOBs, and other pertinent information as deemed necessary by UMC in the performance of this PROJECT for recovery of receivables.
ii. As UMC deems necessary in the performance of this PROJECT, COMPANY will be provided access to UMC's patient accounting system to review and update account notes. COMPANY agrees to comply with HIPAA and UMC security policies for access to protected information.

k. UMC will be allowed to recall any account it deems necessary according to a mutually agreed upon process between COMPANY and UMC.

l. COMPANY must adhere to the Fair Debt Collections Practice Act and all applicable federal and state laws related to billing and collections.

m. COMPANY will be expected to provide their services in a manner consistent with UMC's mission, vision, and values.
i. Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with UMC patients and customers.
ii. Designated COMPANY representatives who shall perform the services in accordance with this Scope of Work must be assigned to UMC's accounts.

iii. UMC will represent, to the best of its knowledge, that all charges and coding data on the accounts reflect services that were rendered to the patient. If COMPANY identifies an account with inaccurate information with regards to charges or coding, COMPANY will be expected to report this information back to UMC.

iv. COMPANY, and any of its agents, assignees or representatives, has full and complete authorization to represent UMC, and file and/or process insurance claims on behalf of UMC.

v. COMPANY will not be responsible for any clinical coding of any of the services provided by UMC to its patients. UMC shall be solely responsible for coding services.

n. COMPANY will be required to produce monthly reports of identified contract discrepancies by payer so that UMC may update systems and contract entry within the Epic system to prevent future losses and reimbursement.

o. For each file placement, per month, COMPANY shall provide an acknowledgement report to UMC for reconciliation purposes.

EXHIBIT B
FEE SCHEDULE

HOSPITAL shall pay COMPANY **14%** of all recoveries from assigned accounts 181 days or less of placement.

HOSPITAL shall pay COMPANY **16%** of all recoveries from assigned accounts greater than 181 days of placement.

HOSPITAL shall pay COMPANY **19%** of all recoveries from assigned accounts that require legal team intervention or second level appeals.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph F of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph F of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

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

10. Appointed Agent Signature to include license number and issuing state.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
2850 Golf Road
Rolling Meadows IL 60008

License#: BR-724491

CONTACT NAME: Charlita_Hart@ajg.com
PHONE (A/C, No, Ext): 630-773-3800 **FAX (A/C, No):** 630-285-4006
E-MAIL ADDRESS: Charlita_Hart@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D : Travelers Casualty and Surety Company	19038
INSURER E :	
INSURER F :	

INSURED
AHR Parent Holdings, LLC
1506 6th Avenue, Suite 3
Columbus, GA 31901

AHRPARE-02

COVERAGES **CERTIFICATE NUMBER:** 856495737 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			H-630-7W304101-PHX-23	5/25/2023	5/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA-7W304094-23-I3-G	5/25/2023	5/25/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP-7W30452A-23-I3	5/25/2023	5/25/2024	EACH OCCURRENCE AGGREGATE 	$ 20,000,000 $ 20,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-7W255187-23-I3-G	5/25/2023	5/25/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
	D&O/EPL/FDU CYBER/EXCESS CYBER PROF/EXCESS PROF						SEE BELOW	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following entities are included as named insureds on above - mentioned policies.
1) AHR Merger Sub, LLC
2) Mainsail Holdco, LLC
3) AHR Intermediate, Inc.
4) Mainsail Midco, LLC
5) Mainsail parent, LLC
6) Y.U.E., LLCA (d/b/a Advicare)
7) Aspirion Health Resources, LLC
See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	AHR Parent Holdings, LLC 1506 6th Avenue, Suite 3 Columbus, GA 31901
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

8) Accelerated Solutions, LLC
9) HRS/ Erase, LLC
10) Specialized Healthcare Partners, LLC
11) Liberty Billing and Consulting Services, LLC
12) Aspirion Health Resources West, LLC
13) Aspirion Health Resources of New York, LLC
14) FIRM Revenue Cycle Management Services, LLC
15) Continuum Health Solutions, LLC

Schedule of owned and leased properties:
1. 1615 South congress Ave., Suite 205, Delray Beach, FL 33445
2. 725 Cool Springs Boulevard, Suite 310, Franklin, Tennessee 37067
3. 1506 6th Avenue, Suite 3, Columbus, Georgia 31901-2647
4. 1242 6th Avenue , Columbus, Georgia 31901
5. 2525 Drane Field Road, Suite 12, Lakeland, Florida 33811
6. 2525 Drane Field Road, Suite 25/26, Lakeland, Florida 33811
7. 2700 -2704 NE Independence Avenue, Lee's Summit, Missouri
8. 1320 Route 23 North, 2nd Floor, Wayne, New Jersey 07470
9. 5590 S Fort Apache Road, Las Vegas, NV 89148
10. 5512 S Fort Apache Road, Suite 100, 110, Las Vegas, NV 89148
11. 9559 S. Kingston Court, Englewood CO 80112

ADDITIONAL COVERAGES

CYBER LIABILITY
POLICY: C4N7S247702CYBER2023
CARRIER: Ascot Specialty Insurance Company
EFFECTIVE: 06/02/2023-05/25/2024
LIMIT: $5,000,000
RETENTION: $50,000

EXCESS CYBER LIABILITY
EOXS231000143202
CARRIER: Coalition Insurance Solutions, Inc
EFFECTIVE: 06/02/2023-05/25/2024
LIMIT: $5,000,000
RETENTION: $50,000

PROFESSIONAL LIABILITY
POLICY: H723121586
CARRIER: Houston Casualty Company
EFFECTIVE: 05/29/2023-05/25/2024
LIMIT: $3,000,000

PROFESSIONAL LIABILITY
POLICY: H723121586
CARRIER: Houston Casualty Company
EFFECTIVE: 05/29/2023-05/25/2024
LIMIT: $3,000,000

PROFESSIONAL LIABILITY
POLICY: H723121586
CARRIER: Houston Casualty Company
EFFECTIVE: 05/29/2023-05/25/2024
LIMIT: $3,000,000

EXCESS PROFESSIONAL LIABILITY
POLICY: MPX3028223
CARRIER: Underwriters at Lloyd's London
EFFECTIVE: 05/29/2023-05/25/2024
LIMIT: $2,000,000

MANAGEMENT LIABILITY TO INCLUDE D&O,EPL,FIDUCIARY, CRIME
POLICY: MPX3028223
CARRIER: FEDERAL INSURANCE COMPANY
EFFECTIVE: 07/29/2022-07/29/2023
D&O LIMIT: $5,000,000 RETENTION: $50,000

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	AHR Parent Holdings, LLC 1506 6th Avenue, Suite 3 Columbus, GA 31901
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

EPL LIMIT: $5,000,000 RETENTION: $75,000
FIDUCIARY LIMIT: $3,000,000
CRIME LIMIT: $1,000,000 RETENTION: $15,000

RE: Project name: RFP 2020-09 Underpayment Recovery Services

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the ____ 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 **Firm Revenue Cycle Management, 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; and

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, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason Van Houweling	Nancy Momcilovic, Esq.
Chief Executive Officer	Vice President of Operations
Date:_____	Date: 09/28/2023

EXHIBIT E
STANDARD EPIC FILE SPECIFICATIONS

Field	Required or Optional?	Format	Example	Notes
1-Account ID	Required	Numerical	1000789	Compared to Hospital Account ID (I HAR .1).
2-Note Type	Optional	Category Number	1	For account-level notes: Category value from the Hospital Account Note Type (I HNO 542) item. The default value is 1-General. For guarantor-level notes: Category value from the Account Notepad Type (I HNO 540) item.
3-User	Required	Alphanumeric	6188	Must be a valid external Epic user ID from the User Number (I EMP .1) item.
4-Summary (title)	Optional	Alphanumeric	Account Note Addendum for Overdue Accounts from September	If blank, defaults to the first 80 characters from the Text field.
5-Text	Required (see notes)	Alphanumeric	This note indicates that this account is overdue.	This field is required only if you're creating account notes with this file. If you are using this file to exclusively place billing indicators, this field is not required. The placement of a billing indicator also automatically creates a system generated note in Epic based on your hospital billing system definitions (HSD) setting.
6-Expiration Date	Optional	MM/DD/YYYY	01/02/2017	
7-Level	Optional	Category Number	2	Guarantor level notes appear on all HARs for that guarantor and are generally used very sparingly.
8-Priority	Optional	Category Number	1	Use a category number from the Priority (I HNO 545) item.
9-Billing Indicator	Optional	Category Number	104	Use a category number from the Billing Indicator (I HAR 85) item. The system only posts the billing indicator if Level=1.

DEMOGRAPHICS	
Column Name	**Value**
Free Text	01
Hospital Account ID	
Account Service Area	UMC
Account Location	UMC Parent Location
Patient MRN	
Patient Name (Last, First, Middle)	
SSN (EPT)	
Patient DOB	
Patient Sex (EPT)	
Marital Status	
Patient Preferred Language	
Coding Admission Date	
Admission Time	
Coding Discharge Date	
Discharge Time	
Discharge Location	
ID, PATIENT ADDRESS	
ID, PATIENT ADDRESS	
TPR City (EPT)	
Patient State	
ID, PATIENT ZIP	
Country	
Patient Phone Number	
Patient Phone Number	
Patient E-mail Address	
Emergency Contact 1 - Name	
Next of Kin Relationship	
Emergency Contact 1 Address Line 1	
Emergency Contact 1 Address Line 2	
Emergency Contact 1 City	
Emergency Contact 1 State	
Emergency Contact 1 ZIP Code	
(Retired) Emergency Contact 1 Primary Phone Number	
Emergency Contact 1 Work Phone	
Emergency Contact 1 is Legal Guardian?	
Emergency Contact 2 - Name	
Emergency Contact 2 Relationship	
Emergency Contact 2 Address Line 1	
Emergency Contact 2 Address Line 2	
Emergency Contact 2 City	
Emergency Contact 2 State	

Emergency Contact 2 ZIP Code	
Emergency Contact 2 Home Phone Number	
Emergency Contact 2 Work Phone	
Emergency Contact 2 is Legal Guardian?	
Third Emergency Contact	
Emergency Contact 3 Relationship	
Emergency Contact 3 Address Line 1	
Emergency Contact 3 Address Line 2	
Emergency Contact 3 City	
Emergency Contact 3 State	
Emergency Contact 3 ZIP Code	
Emergency Contact 3 Home Phone Number	
Emergency Contact 3 Work Phone	
Emergency Contact 3 is Legal Guardian?	
Patient Employer	
Employer Address	
Employer Address	
Employer City	
Patient Employer State	
Employer Postal Code	
Employer Country	
Employer Phone	
Hospital Account Base Class	
Patient Types (EPT)	
Account Class	
Patient Deceased Date	
Account Primary Service	
Primary Financial Class	
SBO Total Charges	
SBO Self-Pay Balance	
Account Balance	
Stop Bill Reason	
Primary Plan	
Primary Payor	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Date of Birth	
Primary Coverage Subscriber Sex	
Primary Coverage Subscriber Social Security Number	
Primary Coverage Subscriber Address	
Primary Coverage Subscriber City	
Primary Coverage Subscriber State	
Primary Coverage Subscriber ZIP Code	

Primary Coverage Subscriber Country	
Primary Coverage Subscriber Phone Number	
Primary Coverage Subscriber Employer Name	
Primary Coverage Policy Number	
Primary Coverage Group Number	
Primary Coverage Group Name	
Primary Coverage Authorization Number	
Primary Coverage Subscriber Relation to Patient	
Primary Coverage Address	
Primary Coverage City	
Primary Coverage State	
Primary Coverage ZIP Code	
Primary Coverage Country	
Primary Coverage Phone Number	
Secondary Plan ID	
Secondary Payor (Current)	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Date of Birth	
Secondary Coverage Subscriber Sex	
Secondary Coverage Subscriber Social Security Number	
Secondary Coverage Subscriber Address	
Secondary Coverage Subscriber City	
Secondary Coverage Subscriber State	
Secondary Coverage Subscriber ZIP Code	
Secondary Coverage Subscriber Country	
Secondary Coverage Subscriber Phone Number	
Secondary Coverage Subscriber Employer Name	
Secondary Coverage Policy Number	
Secondary Coverage Group Number	
Secondary Coverage Group Name	
Secondary Coverage Auth Number	
Secondary Coverage Subscriber Relationship to Patient	
Secondary Coverage Address	
Secondary Coverage City	
Secondary Coverage State	
Secondary Coverage ZIP Code	
Second Coverage Country	
Secondary Coverage Phone Number	
Tertiary Plan ID	
Tertiary Payor (Current)	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Name	

Tertiary Coverage Subscriber Date of Birth	
Tertiary Coverage Subscriber SSN	
Tertiary Coverage Subscriber Address	
Tertiary Coverage Subscriber City	
Tertiary Coverage Subscriber State	
Tertiary Coverage Subscriber ZIP Code	
Tertiary Coverage Subscriber Country	
Tertiary Coverage Subscriber Phone Number	
Tertiary Coverage Subscriber Employer Name	
Tertiary Coverage Policy Number	
Tertiary Coverage Group Number	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Address	
Tertiary Coverage City	
Tertiary Coverage State	
Tertiary Coverage ZIP Code	
Tertiary Coverage Country	
Tertiary Coverage Phone Number	
Quaternary Plan ID	
Quaternary Payor	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Date of Birth	
Quaternary Coverage Subscriber Sex	
Quaternary Coverage Subscriber Social Security Number	
Quaternary Coverage Subscriber Address	
Quaternary Coverage Subscriber City	
Quaternary Coverage Subscriber State	
Quaternary Coverage Subscriber ZIP Code	
Quaternary Coverage Subscriber Country	
Quaternary Coverage Subscriber Phone Number	
Quaternary Coverage Subscriber Employer Name	
Quaternary Coverage Policy Number	
Quaternary Coverage Group Number	
Quaternary Coverage Group Name	
Quaternary Coverage Auth Number	
Quaternary Coverage Subscriber Relation to Patient	
Quaternary Coverage Address Line 1	
Quaternary Coverage City	
Quaternary Coverage State	

Quaternary Coverage ZIP Code	
Quaternary Coverage Country	
Quaternary Coverage Phone Number	
Guarantor Payment Plan End Date Estimate	
Guarantor ID	
Guarantor Name	
Guarantor SSN (EAR)	
Guarantor DOB (EAR)	
Guarantor Relation to Patient	
Billing Address	
Billing Address	
Billing City	
Billing State	
Billing ZIP	
Billing Country	
Billing Home Phone Number	
Billing Work Phone Number	
Guarantor Status	
Employer	
Employer Address	
Employer Address	
Employer City	
Employer State	
Employer ZIP	
Employer Country	
Employer Phone	
Guarantor Employer Fax	
Employment Status	
Claim Admission Type	
Claim Admission Source	
Claim Discharge Disposition	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Free Text	
Free Text	
Claim Condition Code	
Claim Condition Code	

Claim Value Code	
Value Code Amount	
Claim Value Code	
Value Code Amount	
Admission Diagnosis	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
Attending Provider (ID)	
Attending Provider (ID)	
Attending Provider (ID)	
Referring Provider Name	
Referring Provider Name	
Referring Provider Name	
Claim Accident Type	
Workers' Comp Auto Accident Claim Number	
Claim Info Injury Date	
Claim Info Time of Injury	
Claim Place of Injury	
Workers' Comp Condition Employment Related	
Workers' Comp Claim Number	
Workers' Comp Place of Service	
Workers' Comp Employer	
Primary Payor Payment Total	
Last Payment Date Primary Payor	
Secondary Payor Payment Total	
Last Payment Date Secondary Payor	
Tertiary Payor Payment Total	

Last Payment Date Tertiary Payor	
Quaternary Payor Payment Total	
Last Payment Date Quaternary Payor	
Primary Adjustments	
Secondary Adjustments	
Tertiary Adjustments	
Quaternary Adjustments	
Total Insurance Payments	
Total Insurance Adjustments	
Total Self-pay Payments	
Total Self-Pay Adjustments	
Last Statement Date	
Self-pay Follow-up Level	
Self-Pay Follow-up Date	
Payment Plan Current Balance	
Payment Plan Amount	
Payment Plan Amount Due	
Payment Plan Hospital Accounts	
Guarantor Payment Plan End Date Estimate	
Discharge Department ID	
Record Creation Department	
CHARGES	
Column Name	**Value**
Free Text	02
Hospital Account	
Procedure Code	
Description	
Revenue Code	
CPT® Code	
Modifier	
Quantity	
Service Date	
Amount	
PAYMENTS	
Column Name	**Value**
Free Text	04
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	

Amount	
Transaction Reference Number	
ADJUSTMENTS	
Column Name	**Value**
Free Text	05
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
INSURANCE BUCKETS	
Column Name	**Value**
Free Text	06
Hospital Account	
Bucket Type	
Bucket Plan	
Payor	
Bucket Claim Invoice Number	
Current Balance	
First Claim Date	
Last Claim Date	
First External Claim Sent Date	
Last External Claim Sent Date	
Claim Form Type	
Claim Form Type	
CHARGES	
Column Name	**Value**
Free Text	12
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
PAYMENTS	
Column Name	**Value**

Free Text	14
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	
ADJUSTMENTS	
Column Name	**Value**
Free Text	15
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	

EXHIBIT F

VENDOR FILE FORMAT SPECIFICATIONS

A. Vendor File Format Specifications – Invoice Detail File

This section outlines the data fields, naming convention, and transmission schedule of an 'Invoice Detail' file to be used for purposes of vendor invoice reviews. The file is to contain a complete snapshot of all payments and fees for the invoiced month. The file is to be generated in CSV or Excel format (.xls or .xlsx). CSV format is preferred if it's available. If generated in Excel, do NOT name the sheet.

File data fields:

Attributes in RED are crucial data elements, remaining attributes to be added if easily exportable.

Field	Attribute	Description
1	Account Number	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier used in the hospital and/or physician practice information system
4	Patient Name	Patient's first and last name that is associated with the account number (do not separate by a comma)
5	Date of Service	Service date for the account number (Format: *mm/dd/yyyy)*
6	Agency Assignment Date	Date of initial placement to Agency (Format: *mm/dd/yyyy)*
7	Paid Us	The dollar value paid by the patient to the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
8	Paid You	The dollar value paid by the patient to the hospital (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
9	Additional Payment to Us	The dollar value paid by the patient to the Agency for anything other than the principle balance (ex. processing fee, interest, etc.)
10	Transaction Description	The spelled-out transaction description (identifies PT vs INS payment, etc.)
11	Payment Receipt Date	Date in which the payment was originally received (Format: *mm/dd/yyyy)*
12	Payment Post Date	Date in which the payment was posted to the hospital's Patient Accounting System received (Format: *mm/dd/yyyy)*
13	Fee	Fee amount charged by the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
14	Placed Account Balance Amount	The dollar value of account balance at time of placement with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
15	Current Account Balance	The dollar value of current account balance with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)

16	Facility	Name of facility for main hospital

Data field notes:

- *All column headers need to be included even if the columns do not contain data.*

File naming convention:
mmddyy_hospital_Facility_vendor_Invoice

mmddyy	=	Date the file was generated
hospital	=	Hospital name (abbreviation is preferred)
Facility	=	Facility Name (abbreviation is preferred)
vendor	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the secure FTP site the beginning of each month for the previous month's transactions. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden rows or extra** rows should be above the column headers. **No merged or hidden** rows or columns.

B. Vendor File Format Specifications – Inventory – AR/Denials/Third Party Liability (TPL)

This section outlines the data fields, naming convention, and transmission schedule of an 'inventory' file to be used for purposes of account audits. The file is to contain a complete snapshot of all accounts in vendor's active inventory (i.e., accounts currently assigned to vendor as of date of weekly file). The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it's available.

File data fields:

Attributes in RED are required for set up, remaining attributes need to be added within 90 days.

Field	Attribute	Description
1	Account Number	Hospital's unique identifier for date of service for the Guarantor
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier
4	DOS	Date of Service (Format: mm/dd/yyyy)
5	Placed Date	Date of Initial Placement (or Admit date if not discharged yet) (Format: mm/dd/yyyy)
6	Patient Status	Status of Guarantor stay. Options are as follows. If status other than options below, please share dictionary. • Emergency Department (ED)

		• Outpatient (OP) • Inpatient (IP) • Observation (OBS)
7	Patient Classification	Payer category. Options are as follows. If classification other than options below, please share dictionary. • Medicare • Medicaid • Commercial • Managed Care • TPL • Auto
8	Placed Balance	Balance of account at date of placement (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
9	Current Balance	Current balance at date of report (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
10	Last Note Date	Date of last note (Format: mm/dd/yyyy)
11	Guarantor Address	Street address
12	Guarantor City	City, i.e., Milwaukee, Minneapolis, etc.
13	Guarantor State	State, i.e., WI, MN, etc. (abbreviated)
14	Guarantor Zip Code	Guarantor zip code • minimum 5 characters
15	Guarantor Home Phone No.	Guarantor home phone (any format)
16	Guarantor Work Phone No.	Guarantor work phone (any format)
17	Guarantor Mobile No.	Guarantor mobile phone (any format)
18	Guarantor Other No.	Guarantor other phone (any format)
19	Guarantor Last Name	Guarantor last name
20	Assigned Collector	Name or ID shown in vendor system
21	Assigned Work Queue	Name of queue, queue number or both
22	Status	Current account status -- including but not limited to the following examples: • Pending Adjustment • Rebilled • Appealed
23	Guarantor DOB	Guarantor date of birth (Format: mm/dd/yyyy)
24	Patient DOB	Patient date of birth (Format: mm/dd/yyyy)

25	Facility	Name of facility for main hospital

Data field notes:

- Medical record number to be included only if different from guarantor number.
- Provide separately: status code dictionary containing all status codes.
- All column headers need to be included even if the columns do not contain data.

File naming convention:
*mmddyy_hospital_Facility_vendor_*Inv

mmddyy	=	Date the file was generated
hospital	=	Hospital name (abbreviation is preferred)
Facility	=	Facility Name (abbreviation is preferred)
vendor	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the secure FTP site each week (preferably on late Sunday evening or early Monday morning). It is recommended that the file upload process be automated, if possible. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the “Attribute” field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics or extra rows** should be above the column headers. **No merged or hidden** rows or columns.

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: 155

Corporate/Business Entity Name:	Firm Revenue Cycle Management, LLC	
(Include d.b.a., if applicable)		
Street Address:	5590 S Fort Apache	**Website:** FIRMrcm.com and Aspirion.com
City, State and Zip Code:	Las Vegas, NV 89148	**POC Name:** Nancy Momcilovic **Email:** nancy.momcilovic@aspirion.com
Telephone No:	702-473-8900	**Fax No:** 702-666-0347
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

Nancy Momcilovic
Print Name

VP of Operations
Title

10/03/2023
Date

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

Issue:	**Service Agreement with Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions**	**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 Service Agreement with Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions for Chargemaster Consulting, Compliance and Revenue Cycle Services; authorize the Chief Executive Officer to exercise any extension options and amendments within the not-to-exceed 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: 3000853000 Funded Pgm/Grant: N/A
Description: Chargemaster Consulting, Compliance and Revenue Cycle Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 11/1/2023 – 10/31/2026 with two, 1-year options
Amount: NTE $250,000 per year; potential total aggregate is $1,250,000
Out Clause: 30 days for convenience

BACKGROUND:

This request is to enter into a new Service Agreement for Chargemaster Consulting, Compliance and Revenue Cycle Services ("Agreement") with Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions ("HCS"). HCS will provide a comprehensive assessment of UMC's charge description master, including process improvement recommendations with one-on-one education and training to UMC's clinical directors and managers. The assessment delivers an analysis for validating outpatient and inpatient revenues through accurate coding and industry updates to ensure compliance. Staff also requests authorization for the Hospital CEO to exercise any extension options and amendments within the not-to-exceed amount of this Agreement if deemed beneficial to UMC.

UMC will compensate HCS a NTE amount of $250,000 per year or potential aggregate of 1,250,000 for five (5) years from November 1, 2023 through October 31, 2026, with the option to extend for two 1-year periods. Either party may terminate this Agreement for convenience with a 30-day written notice to the other.

Cleared for Agenda
October 18, 2023

Agenda Item #
13

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

HCS currently holds a Clark County vendor registration.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICE AGREEMENT FOR CHARGEMASTER CONSULTING, COMPLIANCE AND REVENUE CYCLE SERVICES

NEUSTAEDTER & ASSOCIATES, INC. D/B/A HCS HEALTHCARE CONSULTING SOLUTIONS
NAME OF COMPANY
Jeffrey A. Neustaedter, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3965 W. 83rd Street, Suite 310 Shawnee Mission, Kansas 66208
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(800) 659-6035
(AREA CODE) AND TELEPHONE NUMBER
jneustaedter@hcsglobal.net
E-MAIL ADDRESS

SERVICE AGREEMENT FOR CHARGEMASTER CONSULTING, COMPLIANCE AND REVENUE CYCLE SERVICES

This Service Agreement (the "Agreement") is made and entered as of the date last signed by the parties below ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL" or "UMC"), and NEUSTAEDTER & ASSOCIATES, INC. D/B/A HCS HEALTHCARE CONSULTING SOLUTIONS, a Kansas corporation with its principal place of business at 3965 W. 83rd Street, Ste. 310, Shawnee Mission, KS 66208 (hereinafter referred to as "COMPANY" or "HCS"), for comprehensive Charge Description Master (CDM) update with education and training, and process improvement recommendations (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY represents that it is skilled in ICD-10-Clinical Modification (CM) / Procedure Coding System (PCS) coding, medical record documentation requirements, physician documentation education, Current Procedural Terminology (CPT) / Healthcare Common Procedure Coding System (HCPCS) coding, physician coding and billing, chargemaster maintenance, UB-04 billing processes and Medicare/Medicaid compliance issues as it relates to hospitals and physicians, and that COMPANY is able to provide the services herein;

WHEREAS, HOSPITAL considers it appropriate to engage the services of COMPANY to provide expert and technical information regarding the clinical aspects of coding, billing and the other matters addressed herein as they relate to HOSPITAL (as described in **Exhibit A** attached hereto);

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance not to exceed $250,000 per year, as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from November 1, 2023 through October 31, 2026 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit B**) for the annual not-to-exceed amount of **$250,000** for the Term of this Agreement. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress Payments

COMPANY will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Fee Schedule (**Exhibit B**). The fees are based on time converted into daily charges.

C. Terms of Payments

1. Payment of invoices will be made within forty-five (45) calendar days after completion of each Scope/deliverable and receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. **No travel-related expenses will be incurred as HCS consultant, Glenda Schuler, resides in Henderson, Nevada.**
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services

rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

b. Any expenses not defined in **Exhibit A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.

c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph C.1 above.

4. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.

5. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.

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

D. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.

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

3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall

be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must notify HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.

E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:

   1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
   2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failure to perform under this Agreement.

F. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

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

H. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work

under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. HOSPITAL shall facilitate COMPANY's access to the materials, records and facility in a manner which HOSPITAL determines necessary for COMPANY to reasonably perform the services in an efficient and economical manner. The duty of COMPANY to perform the services described shall be adjusted so as to reflect the degree of cooperation by HOSPITAL, with such adjustments occurring after COMPANY so notifies HOSPITAL in advance in writing.

C. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kimberly Hart**, **Patient Accounting Director**, telephone number **(702) 383-3762** or his/her designee. HOSPITAL's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

B. COMPANY shall complete the PROJECT in accordance with the deliverables contained in **Exhibit A** of this Agreement.

C. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

a. Not less than thirty (30) calendar days written notice of intent to terminate; and

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

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the

compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph F.

c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY:
HCS Healthcare Consulting Solutions
Attn: Jeffrey A. Neustaedter, President
3965 W. 83rd Street, Ste. 310
Shawnee Mission, KS 66208

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

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

employees or other agents.

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

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

F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement or arise from a breach of the following warranty. Company represents and warrants that Company is not required to qualify as a foreign corporation with the State of Nevada.

COMPANY shall have no responsibility for errors caused by incomplete or erroneous information provided by HOSPITAL, nor for the manner in which HOSPITAL shall implement the recommendations of COMPANY.

G. Governing Law / Venue

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

H. Covenant Against Contingent Fees

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

I. Gratuities

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

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verity amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

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

M. ADA Requirements

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

N. Exclusion

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

O. Public Records

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

P. Publicity

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

the other party.

Q. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in **Exhibit D**.

R. Access to Records

The parties agree that if this Agreement is subject to Medicare statutes and regulations governing access to books and records of subcontractors, COMPANY shall retain and allow the authorized representatives of HOSPITAL, the Comptroller General, the Department of Health and Human Services access to this Agreement and to such books, records and other documents of COMPANY that are necessary to verify the nature and extent of the cost of such services. In the event COMPANY receives a request for access, COMPANY agrees to notify HOSPITAL immediately and to consult with HOSPITAL regarding the response to the request. This access obligation shall continue in effect for four (4) years after services are completed/terminated. If COMPANY carries out any responsibilities under this Agreement through the use of a subcontractor, including any organization related by ownership or control to COMPANY, when the subcontract is worth or cost ten thousand dollars ($10,000) over a twelve (12) month period, COMPANY shall cause the subcontractor to provide written acknowledgment that it is governed by this Agreement in regard to the duties imposed in this Section.

S. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:
   a. A business is physically located in unincorporated Clark County, Nevada.
   b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
   a. A business is physically located outside of unincorporated Clark County, Nevada
   b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information online regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php).

T. Prohibition Against Israel Boycott

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

U. Counterparts

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

V. Survival of Terms

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

W. Waiver; Severability

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

X. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of this Agreement and any attached exhibits, appendices or other materials, this Agreement shall take precedence.

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	NEUSTAEDTER & ASSOCIATES, INC. D/B/A HCS HEALTHCARE CONSULTING SOLUTIONS
By:_____ _____	By:_____ 9/16/2023
MASON VAN HOUWELING DATE Chief Executive Officer	JEFFREY A. NEUSTAEDTER DATE President

EXHIBIT A
SCOPE OF WORK

SCOPE #1: COMPREHENSIVE CHARGEMASTER REVIEW AND UPDATE WITH EDUCATION/TRAINING, AND PROCESS IMPROVEMENT RECOMMENDATIONS

HCS has been asked to assist UMC in a comprehensive review of UMC's chargemaster; the review of internal processes impacting charging, coding and billing; and, to provide one-on-one education and training to the clinical directors and managers.

HCS'S ENGAGEMENT OVERVIEW

The chargemaster review is a line-by-line review designed to evaluate the overall effectiveness and accuracy of UMC's CPT-4/HCPCS coding and assess compliant Medicare charging and reporting methodologies. The assessment provides an analysis for validating outpatient and inpatient revenues through accurate coding and updated Charge Description Master.

This PROJECT will consist of:

I. Method (steps not necessarily sequential):

A. An offsite analysis of UMC's chargemaster will be reviewed and will include:

- Validate accurate assignment of revenue codes.
- Validate appropriate identification and use of **all** ambulatory payment classification (APC) pass-through devices/technology.
- Validate appropriate HCPCS Level II codes for outpatient prosthetic and orthotic line items.
- Identify correct billing practices for Durable Medical Equipment and implantable devices.
- Identify line items incorrectly billed for personal convenience items, stock supplies, and equipment.
- Identify line items incorrectly billed as separate charges that are included in diagnostic and surgical procedures.
- Review nomenclature for each supply (charge description) for accuracy and clarity.
- Review supply and equipment charges incorrectly billed as ancillary charges to revenue codes 360, 370, 450, 480, 490, 710 and 750.
- Review pharmacy formulary for accurate UOS (units of service) and multiplier assignments.

The following departments** will be included in the assessment:

- Laboratory Services
- Radiology Services
- Surgical Services
- Gastroenterology
- Cardiology
- Cardiac Rehabilitation
- Neurology
- Angiography/Venography
- Medical Devices/Implants reportable by "Category Codes"
- Observation Services
- General Supplies
- Medical Devices/Implants reportable by
- Allergy Testing
- Psychiatry
- Infusion Therapy
- Chemotherapy
- Blood Administration
- Oncology
- Rehabilitation Services
- Emergency Department
- Inpatient Departments including ICU/CCU, Nursery, L&D, etc.
- Durable Medical Equipment coding
- Neurology
- Other Outpatient Departments not identified

"Category Codes"

- Hospital Based Clinics
- Respiratory Therapy/Pulmonary
- Pharmacy review specific to self-administered reporting requirements

above

- Billing Staff
- Pharmaceuticals eligible for pass-through payments
- Burn Unit
- Trauma
- Cardiac Intensive Care Unit (CICU)

***UMC may not offer all services detailed above.*

B. Additional components of UMC's chargemaster review include:

- **Outpatient Medicare/Other Payers' UB-04 Claim Document Review (50 UB-04s)** is an integral component of this engagement and includes an analysis of the UB-04 revenue codes, charging information and other codes required for accurate submission of the UB-04 outpatient billing document. This includes a review of the requested itemized statement for each claim submitted for this engagement. **In addition to the 50 UB-04s, HCS will also review 25 corresponding CMS-1500s.**
- **Department Directors** will be interviewed to identify potential services rendered and identify risk areas that are or are not reflected on the CDM. Some clarification of certain descriptions may be necessary to determine HCPCS code assignment or appropriate revenue codes based on the procedure described by department.

A determination will be made from the chargemaster line item evaluation whether:

- The most appropriate procedure descriptions are being used consistent with the 2024 CPT-4/HCPCS coding system requirements.
- The most accurate CPT-4/HCPCS codes are being used, which reflect both the methodology of the procedures performed at UMC's laboratory, radiology, and other ancillary services.
- Accurate revenue codes have been assigned to the line item procedures.
- Procedures are combined and bundled in such a manner that loss of payment is resulting for UMC.

II. Chargemaster Deliverables:

A. **Onsite (and/or Offsite via Zoom) One-on-One Departmental Education** with clinical directors.

B. **Summary Conference of Preliminary Findings and Recommendations** to Management Team following completion of assessment.

C. **Comprehensive Written Report,** with quantifiable results if able to calculate for the specific areas, based upon revenue and usage; and, **updated CDM, including review of the 373 line items in the Physician/Pro-Fee CDM** delivered to UMC approximately three (3) to four (4) weeks following the completion of the assessment.

The focus of these assessments is specific to the chargemaster (not the item master, Purchasing Materials Management [PMM] and/or purchasing files). In many cases, HCS will be able to determine if additional assistance may be required specific to item master, PMM and/or purchasing files.

III. Chargemaster Data Requirements:

A. Current UMC chargemaster in Excel "spreadsheet" format, including Supplies and Pharmacy in Excel.

The file should include:

- **Active** charge lines *only* (if inactive items are included please explain how they are identified);
- Service code numbers (or charge code numbers);
- Revenue and usage **(previous 12 months for inpatient and outpatient) – it is critical to have the revenue/usage data as part of the CDM file for each line item**;
- Charge descriptions;
- HCPCS codes (for Medicare, Medicaid, and commercial payers);
- UB-04 revenue codes;
- Pharmacy multiplier (unit multiplier);
- Item charge/current charges/fees; and,
- Supply Epic All Procedures (EAP) # or linked charge lines reported through shell code(s).

B. Formulary List with pharmacy multiplier (unit multiplier) in Excel "spreadsheet" format, to include:

- Charge code number;
- Full description (including trade and generic);
- Administration form;
- Strength;
- Dispense form;
- Size (dosage);
- National Drug Code (NDC) #;
- Multiplier value (if not a calculated field);
- Unit cost; and,
- Charge.

C. A departmental list along with the corresponding department or general ledger (G/L) number.

D. A list of all charges that are "exploded", "paneled", or "linked" for billing purposes. This function may occur either in the hospital chargemaster or in the laboratory/radiology information systems (laboratory information system [LIS], radiology information system [RIS], etc.) or both.

E. One (1) to two (2) examples of the FINAL Medicare outpatient claim forms (UB-04) and the corresponding itemized statement (itemized statement printouts listing service codes organized by UB-04 revenues codes would be most helpful) for each of the following types of services mentioned below.

Note: Total of 50 UB-04s (and itemized statements) and 25 corresponding CMS-1500s, as selected by UMC.

- Blood Bank
- Surgical Pathology
- Laboratory
- Interventional Radiology
- Nuclear Medicine

- MRI with Contrast
- Positron Emission Tomography (PET) Scan
- Computerized Tomography (CT) with Contrast
- Chemotherapy
- Infusion Therapy
- Radiation Therapy
- Cardiac Catheterization
- Echocardiology
- Holter Monitors
- Rehab Services (Physical Therapy/Occupational Therapy/Speech Therapy)
- Wound Care
- Emergency Department
- Cardiac Rehabilitation
- Respiratory Therapy/Pulmonary Function
- Cardiology
- Observation
- Gastrointestinal (GI) Lab
- Outpatient Surgery
- Podiatry Surgery
- Plastic Surgery
- Bone Marrow
- Dialysis
- Trauma
- Burn Unit
- CICU
- Other departments not mentioned

F. UMC's payer mix for outpatient, inpatient and overall.

G. A list of ancillary department managers' names and telephone numbers.

H. For the clinical educational sessions, each department director should have his/her copy of the respective CDM. In addition, each department director should have a list of the supplies/equipment used and charged from their clinical areas. Each department should bring a hard copy of each charge document, a screen print-out of each charge screen for the department or have a laptop available to demonstrate charge capture processes. It may be necessary to validate charge lines contained in the chargemaster are accessible through order-entry screens, via documentation functions, or via submitted order.

I. Copies of charge capture, reconciliation, coding and/or billing policies and procedures for the chargemaster.

IV. Project Timeline and Sample of Onsite (and/or Offsite) Schedule for Chargemaster Assessment:

The project, once initiated, will **require eight (8) onsite (and/or offsite) days over two (2) weeks** at UMC for the clinical department education and training with the directors/managers, in addition to offsite CDM data analysis, review and updating; review of 50 UB-

04s and itemized statements (in addition to 25 corresponding CMS-1500s); and, preparation of the written report and updated facility CDM file.

A detailed Project Scheduling Letter outlining the data and documentation needs; and, the education and training schedule with each clinical department will be sent four (4) weeks prior to beginning the onsite (and/or offsite) portion of the assessment, once dates have been confirmed.

The departmental schedule for each day will be from 8:30 am – 5:00 pm except for the last day as the Summary Conference with Management Team* will occur from 2:00 pm – 3:00 pm. Glenda will depart at 3:00 pm.

HCS realize UMC's departments may vary from this list so please modify to hospital's needs. HCS just wants to be sure the allocated time for a respective department does not change.

Comprehensive Chargemaster Assessment for CPT-4/HCPCS Procedural and Ancillary, including Supplies and Pharmacy with One-on-One Education and Training with Departmental Staff (with Glenda Schuler)

Day 1:	
8:30 am – 9:00 am	Introduction/Opening Meeting
9:00 am – 10:00 am	Document Preview
10:00 am – 3:00 pm	Surgery/Anesthesia/Recovery Room
(lunch from 12:00 pm – 1:00 pm)	
3:00 pm – 4:00 pm	Materials Management
4:00 pm – 5:00 pm	Radiation Oncology Services
Day 2:	
8:30 am – 10:30 am	Laboratory Services
10:30 am – 12:00 pm	Radiology Services
(lunch from 12:00 pm – 1:00 pm)	
1:00 pm – 3:00 pm	Rehabilitation Services
3:00 pm – 4:30 pm	Respiratory Therapy/Pulmonary Function
4:30 pm – 5:00 pm	Cardiac Rehabilitation
Day 3:	
9:00 am – 11:00 am	Emergency Services
11:00 am – 12:00 pm	Cardiology Services
(lunch from 12:00 pm – 1:00 pm)	
1:00 pm – 2:00 pm	Cardiac Catheterization
2:00 pm – 3:00 pm	Nutrition/Diabetic Education
3:00 pm – 4:00 pm	Interventional Radiology
4:00 pm – 5:00 pm	Behavioral Health/Psychiatric Services (outpatient)
Day 4:	
8:30 am – 9:30 am	Gastroenterology
9:30 am – 10:30 am	Neurology (Electroencephalogram [EEG]/Electromyogram [EMG])

11:00 am – 12:00 pm	Inpatient Nursing Department/Observation Services
(lunch from 12:00 pm – 1:00 pm)	
1:00 pm – 2:00 pm	Outpatient Billing & HIM Outpatient Coding Staff
2:00 pm – 3:00 pm	Chemotherapy/Infusion Outpatient
3:00 pm – 4:00 pm	Wound Care
4:00 pm – 5:00 pm	Labor/Delivery/Nursery

Day 5:

8:30 am – 10:00 am	Clinics
10:00 am – 1:00 pm	Pharmacy
(lunch from 1:00 pm – 2:00 pm)	
2:00 pm – 3:00 pm	**Preliminary Summary/Exit Conference with Management Team***

**The number of attendees at the summation conference is left to the discretion of UMC. Those usually present include the Chief Financial Officer, Director/Manager/Team Leader of Revenue Cycle/Management, the UMC Project/CDM Coordinator, Directors of Patient Finance, Accounting and Compliance, and Controller.*

Week 2 Add-On Onsite and/or Offsite (Days 6, 7 and 8):
The second (2nd) week of onsite education and training will include additional departments not seen in Week 1; follow-up meetings with department directors/managers as needed; ongoing review and analyses of processes and operations specific to charge capture opportunities; and, follow up meetings with HIM, PFS and billing staffs.

Glenda will depart at 3:00 pm, on the last day.

Onsite Meeting Requirements for Consultant, if not an Offsite review: A secure conference room where working materials and equipment can remain unattended is necessary in which to work during the dates. Importantly, the consultant will need an LCD projector for ALL of the education/training sessions.

Each of the department directors/managers should meet in the consultant's office/room as scheduled, and HCS encourages UMC (or the Chargemaster Manager/Supervisor) to sit in on the interviews and to take notes and provide additional insight on current hospital processes and procedures.

SCOPE #2: CHARGE DESCRIPTION MASTER TECHNICAL SUPPORT, UPDATES AND ASSISTANCE, WITH THREE (3) DAYS ONSITE AND/OR OFFSITE ASSISTANCE PER QUARTER

- **Offsite:** Provide mid-year and annual CDM updates and reviews to ensure accuracy of changes and implementation of updates for UMC.
- Provide quarterly updates with presentation (with pre-recorded session) reviewing the latest quarterly updates and Addendum B changes as released by the Centers for Medicare and Medicaid Services to UMC to reflect updates to codes and status indicators, among others.
- Review a small sample of UB-04s and detail bills.
- Provide CDM assistance and technical support to address questions and issues relating to CDM procedures and supply coding, and billing-related issues, including providing references, resources and citations to support.

- Specific questions or issues are emailed to HCS, and HCS will research and respond within 72 business hours with the response supported by the regulations, citations as appropriate. Telephone support to address those more complex questions, issues as they may arise.
- **Onsite (or Offsite):** Three (3) days of onsite and/or offsite education and training, per quarter, with department directors, focused on CDM, billing, charge capture and/or process improvements.
- If additional onsite and/or offsite time per quarter is needed, HCS will propose and invoice separately subject to UMC's written acceptance.

SCOPE #3: OUTPATIENT AND/OR EMERGENCY DEPARTMENT CHART-TO-CLAIM DOCUMENTATION, CODING AND BILLING REVIEW

HCS will perform a manual Chart-to-Claim Assessment offsite to evaluate documentation, charging and billing practices to determine whether UMC is compliantly capturing all procedures and services documented. The Chart-to-Claim Assessment will examine the medical record, UB-04 claim form and detail bill to determine the extent to which claims meet Medicare billing requirements for Outpatient Services.

I. **Chart-to-Claim Approach:**

The Billing Compliance Assessment evaluates the extent to which:

A. Inappropriate HCPCS codes reported which are not supported by documentation;

B. Revenue code/HCPCS code relationships exist as required;

C. There is consistency between UB-04 and medical chart in validating:

- Physician orders are present;
- Ordered procedures were performed and documentation present to support reported procedures;
- Chart documentation supports CPT/HCPCS codes reported for physician performed procedures;
- Chart documentation supports CPT/HCPCS codes reported for nurse performed procedures; and,
- Validation of all reportable CPT/HCPCS codes are reflected on the claim including codes for medical devices;

D. Units of service are reported accurately for procedures as well as pharmaceutical products;

E. Claims assessed for reporting mutually exclusive procedures as defined by National Correct Coding guidelines;

F. Claims which include tests and/or procedures that do not meet Medicare medical necessity guidelines;

G. Claims which include tests and/or procedures that are double billed; and,

H. Exploded charges that do not follow Medicare billing guidelines.

II. **Overview of Areas Included in the Chart-to-Claim Assessment*:**

- Observation services;
- Emergency facility services;
- Laboratory services;
- Radiology services;
- Other diagnostic services;
- Ambulatory surgery services;
- Other therapeutic and rehabilitative services;
- Supplies and implants;
- Drugs (coverage and order validation);
- Chemotherapy/Infusion services

*UMC may select cases/records that will include many of the services noted above. Chart sample is suggested to represent most any/all procedures and services in focus areas.

III. Chart-to-Claim Assessment Sample Size (Outpatient and/or Emergency Department):

A total of one hundred (100) medical records with corresponding UB-04 claims, detail bills and coding abstracts will also be reviewed. The sample size should be reflective of representative of each ancillary clinical department reporting services provided for Medicare outpatients as detailed above. In addition to the focus detailed above, the engagement will include the following:

- Ensure CCI (Correct Coding Initiatives) and OCE (Outpatient Code Editor) edits are accurately identified by UMC.
- Medical record documentation supports procedures reported on UB-04 claim form and ALL ordered procedures (both coder assigned as well as chargemaster driven) are reflected on billing document.
- Significant procedure omissions when multiple services are performed.
- Correct coding of implant/prosthesis insertions when utilized with surgical procedures.
- Proper modifier reporting.

Note: An outpatient date of service would each be counted as a record/case, for purpose of sample size.

IV. Client to Provide:

- Access to complete medical record and coding summaries for outpatient accounts
- UB-04 claim form sent to Medicare (final bill)
- Copy of detail bill for outpatient accounts
- Remittance
- In addition, HCS will request a copy of UMC's chargemaster in Excel (format to be provided)

V. Chart-to-Claim Deliverables:

- Comprehensive Written Report, with recommendations for improvement, and detailed case-by-case audit findings delivered to UMC.
- Summary Conference of Findings and Recommendations to Management Team following completion of assessment and delivery of written report and audit findings.

VI. Timing:

Based upon the immediate need expressed by UMC, HCS will begin participating in the schedule work stream and planning/review calls with UMC stakeholders. Additionally, upon receipt of or access to the selected documentation, HCS will begin the offsite review and analysis immediately.

SCOPE #4: ADD-ON OR ADDITIONAL COMPLIANCE AND/OR REVENUE CYCLE PROJECTS, AS DIRECTED BY UMC MANAGEMENT

At the direction of UMC Management, add-on or additional compliance and/or revenue cycle projects may be initiated that are beyond the scope of services outlined in Scope #1: Comprehensive chargemaster review and update with education and training, and process improvement of chargemaster management; Scope #2: Ongoing CDM technical support and assistance to address questions, issues and challenges throughout the year; and, Scope #3: Outpatient and/or Emergency Department Chart-to-Claim documentation, coding and billing review. As such, both parties agree to execute an amendment or Statement of Work, which will then be incorporated into this Agreement.

[Remainder of page left intentionally blank]

EXHIBIT B
FEE SCHEDULE

HCS agrees to provide high-quality, professional services for these Revenue Cycle Services. A summary of expected fees is as follows:

Description	Professional Fees
SCOPE #1: Comprehensive chargemaster review and update with education and training, and process improvement of chargemaster management. **(Eight [8] days onsite and/or offsite over two [2] weeks, in addition to review, analysis, preparation and reports)**	$38,600
SCOPE #2: Ongoing CDM technical support and assistance to address questions, issues and challenges throughout the year. **(Includes three [3] days of onsite and/or offsite per quarter. If more than three [3] days are needed, will be separately proposed and invoiced, subject to UMC's written approval. Also, if the three [3] days per quarter are not used, HCS will reduce the fee or carry-over the unused days to the following quarter)**	$8,400 per quarter (including semi-annual and annual CDM updates) (not to exceed $33,600 total)
SCOPE #3: Outpatient and/or Emergency Department Chart-to-Claim documentation, coding and billing review **(Anticipated to take twelve (12) to fourteen (14) days; includes offsite calls and analysis; offsite review of the documentation for audit;; follow up education and training; and, post-review establishing the revised E/M Criteria, if needed)**	$1,833.33 per day rate (not to exceed $30,000 total)
SCOPE #4: Add-on or additional compliance and/or revenue cycle projects, as directed by UMC Management	not to exceed $147,800 total
TOTAL	**NTE $250,000 PER YEAR**

Due to the nature of the PROJECT being compliance-related in nature, HCS adheres to the Office of Inspector General's (OIG) guidance to perform the services for a fee, and not be contingent related.

No travel-related expenses will be incurred as consultant, Glenda Schuler, resides in Henderson, Nevada.

HCS will invoice UMC at the conclusion of each Scope/deliverable for the fees listed herein.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph F of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph F of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

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

10. Appointed Agent Signature to include license number and issuing state.

HEALCON-01 KPEACOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alex Howard
Insuramax, Inc. 805 N. Whittington Pkwy. STE 150 Louisville, KY 40222	PHONE (A/C, No, Ext): (502) 479-4004 FAX (A/C, No): (502) 479-4026 E-MAIL ADDRESS: alexh@insuramax.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : United States Liability Ins Co — 25895
INSURED Healthcare Consulting Solution 918 9th Street Hermosa Beach, CA 90254	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PPP1554949A	1/1/2023	1/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			XL 1610809B	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $						Commercial Umbr	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabili			PPP1554949A	1/1/2023	1/1/2024	Professional Liabili	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re project: Chargemaster Consulting, Compliance and Revenue Cycle Services

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paul Allen

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250873 1 ADP BLVD M/S 625 ROSELAND NJ 07068	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (800) 524-7024	**FAX** (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	**NAIC#**
	INSURER A : Hartford Fire and Its P&C Affiliates	00914
INSURED NEUSTAEDTER & ASSOCIATES, INC. DBA HCS HEALTHCARE CONSULTING 918 9TH ST HERMOSA BEACH CA 90254-4328	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG ZI0455	03/08/2023	03/08/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Chargemaster Consulting, Compliance and Revenue Cycle Services

CERTIFICATE HOLDER

University Medical Center of
Southern Nevada c/o Legal Department
Attn: Kristine Sy
1800 W CHARLESTON BLVD
LAS VEGAS NV 89102-2329

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 1st of November, 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 **Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason Van Houweling	Jeffrey A. Neustaedter
Chief Executive Officer	President
Date:_____	Date: 9/16/2023

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) N/A						
☐ 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: 1

Corporate/Business Entity Name:	Neustaedter & Associates, Inc.	
(Include d.b.a., if applicable)	d.b.a. HCS HealthCare Consulting Solutions	
Street Address:	3965 W. 83rd Street, Suite 310	**Website: www.hcsglobal.net**
City, State and Zip Code:	Shawnee Mission, KS 66208	**POC Name: Jeff Neustaedter** **Email: jneustaedter@hcsglobal.net**
Telephone No:	800.659.6035	**Fax No: 800.376.9137**
Nevada Local Street Address: **(If different from above)**	65 El Rio Court	**Website: www.hcsglobal.net**
City, State and Zip Code:	Henderson, NV 89012	**Local Fax No: N/A**
Local Telephone No:	702.807.5550	**Local POC Name: Glenda Schuler** **Email: gschuler@hcsglobal.net**

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)
Jeffrey Alan Neustaedter	President	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 — Jeffrey A. Neustaedter (Print Name)

President (Title) — 9/16/2023 (Date)

REVISED 7/25/2014

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

Issue:	**Letter of Agreement with TJK Consulting Engineers, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Letter of Agreement with TJK Consulting Engineers, Inc. for a Microgrid Sustainability Study; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000999910
Description: UMC Microgrid Sustainability Study
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 9 months from the Effective date
Amount: NTE $203,400
Out Clause: 7 days w/o cause

Fund Name: UMC Operating Fund
Funded Pgm/Grant: BRIC 2023

BACKGROUND:

This request is to enter into a Letter of Agreement for a UMC Microgrid Sustainability Study ("Agreement") with TJK Consulting Engineers, Inc. ("TJK"). TJK will provide a study/report to identify the energy and power needs of UMC to facilitate a microgrid on the project site to provide primary power to the entire UMC campus upon loss of utility power due to earthquake, flooding and other natural disasters. The goal of the report is to assist with the development of actionable projects for future funding opportunities to support the emergency power needs.

UMC will compensate TJK $203,400 ($198,400 for services and NTE $5,000 for reimbursable expenses) for a term of nine (9) months from the effective date. UMC may terminate this Agreement with a 7-day written notice. Staff also requests authorization for the Hospital CEO to execute any amendments if deemed beneficial to UMC.

UMC's Academic & External Affairs Administrator has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

TJK currently holds a Clark County business license.

Cleared for Agenda
October 18, 2023

Agenda Item #
14

LETTER OF AGREEMENT

University Medical Center of Southern Nevada ("UMC")
1800 West Charleston Boulevard
Las Vegas, Nevada 89102
Attention: **Mason Van Houweling**
Project Reference: **UMC Sustainability Study (TJK P002-23)**

Dear Mr. Van Houweling:

Thank you for the opportunity to propose to you for architectural and engineering services on the above referenced Project.

Our understanding of the scope of work is to provide a study/report to review the addition of a microgrid for UMC on Shadow Lane and Charleston per the document you provided from the Governor's Office of Energy dated February 2020. This is a new agreement to analyze a microgrid system that could be deployed at UMC critical facilities. Per the grant, the feasibility, design and assessment of critical medical facilities is for the entire UMC campus which includes, but is not limited to, the Trauma building, 7-Story tower, ED building, and the North East tower ("facility"). UMC will also study the impact of hazards associated with the battery storage systems and utilize its Emergency Manager, a representative of the Fire Department, and consultation regarding property insurance and risk to understand those risks.

Our scope of work will be as follows:

Create a report to identify the energy and power needs of the facility to facilitate a micro grid on the Project site to provide primary power to the entire UMC campus upon loss of utility power due to earthquake and flooding and other natural disasters. The goal of the report is to assist with the development of actionable projects for future funding opportunities to support the emergency power needs. To develop the report, we will perform the following:

1. Develop an energy needs/audit assessment of the facility's existing building infrastructure:
   - Architectural building energy envelope energy efficiency including the exterior skin and fenestration components (Doors, Windows, Siding and Roofing).
   - Civil review of the existing site to identify the most resilient location for equipment related to the microgrid.
   - Electrical equipment life expectancy and serviceability.
   - Mechanical equipment energy efficiency, life expectancy and serviceability.
   - Structural review of the existing roofing systems for potential added loads for energy collection systems such as photovoltaics.

2. Develop a schematic level electrical design to identify the major power equipment recommended to develop the microgrid on the UMC property to support the identified building systems. The microgrid system equipment which will be considered as follows:
   - Onsite generation
   - Battery storage system
   - Photovoltaic system(s)

3. Develop a comprehensive Opinion of Probable Construction Cost based on accepted recommendations.

4. Develop a potential baseline construction schedule to understand the timing of the accepted recommendations.

General Scope and Compensation:

- Attend site visit(s) to verify existing conditions.
- Attend one (1) client/owner/UMC vision identification meeting.
- Attend quarterly design review meeting(s).
- If applicable, postage, reproduction of reports, drawings, specifications, Project related travel, lodging costs, car services, food, data access, courier costs, etc. are included under the provision of Basic Services (as defined in Section 1.1.1).

Our fee for this scope of work will be a lump sum of **$198,400**.

Optional Scope and Fee #1

- Civil Off-site review of alternative site locations for microgrid and/or energy collection system.

Our fee for this scope of work will be a lump sum fee of $7,500 per site.

*Please initial here if Optional Scope and Fee #1 is to be included in our scope of work*_____

Optional Scope and Fee #2

- Analysis of modifications or strengthening of the existing primary structure (including but not limited to seismic upgrade) that may be required to accommodate the reduction of identified hazards (earthquake and flooding).

Our fee for this scope of work fee is TBD.

*Please initial here if Optional Scope and Fee #2 is to be included in our scope of work*_____

Optional Scope and Fee #3

- Additional meetings with agencies that are required for the duration of this agreement to extend past nine (9) months.

Our fee for this scope of work will be a lump sum fee of $20,400 per month.

*Please initial here if Optional Scope and Fee #3 is to be included in our scope of work*_____

Optional Scope and Fee #4

- Develop an energy needs/audit assessment of the critical buildings existing building infrastructure for enhanced energy savings:
  - Architectural building energy envelope energy efficiency including the exterior skin and fenestration components (Doors, Windows, Siding and Roofing).

Our fee for this scope of work will be a lump sum fee of $72,400.

*Please initial here if Optional Scope and Fee #4 is to be included in our scope of work*_____

Exclusions from our scope of work are:

- Architectural and engineering design beyond what is listed in our scope of work.
- Utility coordination (off-site).
- Full day Project review meetings.
- Weekly Project meetings.

General Project Information:

- This proposal shall become a contract when both parties fully execute this document (hereinafter referred to as "Letter of Agreement").
- The design will be reviewed and stamped by a licensed Professional Engineer registered in Nevada.
- The owner of this Project is University Medical Center of Southern Nevada. The Project address is 1800 West Charleston Boulevard, Las Vegas, NV, 89102.
- The Project is expected to be completed within nine (9) months commencing from UMC's signature date below ("Term"). UMC will provide all information necessary to perform our scope of work*. *(the design completion is based on industry standards for projects of this type. With mutual written agreement, the expected completion date may be adjusted based on the complexity of the design and the availability of the information needed to complete the design.

Additional Scope and Fee:

- Redesign due to budget constraints (Value Engineering) is considered Additional Services. We reserve the right to re-negotiate for additional design fees if system changes are requested to be changed after the 70% design phase.

If both parties are in agreement with the above scope and fee(s), and with the attached standard terms and conditions, the signatures below will serve as acceptance and notice to proceed with the Project.

University Medical Center of Southern Nevada

By_____
Mason Van Houweling
Chief Executive Officer

Date_____

TJK Consulting Engineers, Inc.

Thomas M. Anderson, PE
TMA/sw

See attachment (Standard Agreement and Terms and Conditions)

TJK CONSULTING ENGINEERS, INC.
8728 Spanish Ridge Avenue, Suite 100
Las Vegas, Nevada 89148

STANDARD AGREEMENT and TERMS AND CONDITIONS
between Client and Engineer for Professional Services

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. The Basic Services to be performed by TJK Consulting Engineers, Inc., hereinafter referred to as "ENGINEER", are defined in the attached proposal letter agreement, hereinafter referred to as "Letter of Agreement". When both parties sign the Letter of Agreement, with the second party being 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 "CLIENT", an agreement is formed among the parties, which invokes the terms of this Standard Agreement and Terms and Conditions (hereinafter, "Agreement").

1.1.2. The part of the Project for which ENGINEER is to provide services described in the attached Letter of Agreement and in this document is hereinafter referred to as "This Part of the Project."

1.1.3. ENGINEER will collaborate with CLIENT and CLIENT's consultants (i.e., Grand Canyon Development Partners) to the extent required to provide a coordinated design for the overall Project. ENGINEER will use his or her best efforts to convey all communications with CLIENT's consultants or other Project participants through or with the knowledge of CLIENT. Except as set forth herein, ENGINEER will not perform any duties or responsibilities for any other part of the Project that is not defined in this Agreement's scope of work. ENGINEER will perform services in character sequence and timing to enable coordination with that of CLIENT and other consultants for the Project. ENGINEER agrees to a mutual exchange of Drawings and Specifications for the Project with CLIENT and other consultants. In addition, ENGINEER shall provide the following services to CLIENT:

> **1.1.3.1** Creation of measured drawings of existing conditions or facilities, to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.

1.1.4. CLIENT shall reasonably assume any and all responsibility and liability to ensure that the Project is constructed in accordance with the design of the ENGINEER, and to the extent expressly authorized by Nevada law, CLIENT will indemnify ENGINEER and hold ENGINEER harmless from any third party claims arising from the contractor's failure to construct the Project in accordance with ENGINEER's plans and specifications. Any adaptation without written verification and/or written acknowledgement by ENGINEER for the specific purpose intended, will become CLIENT's sole risk and responsibility, and to the extent expressly authorized by Nevada law, CLIENT will indemnify ENGINEER and hold ENGINEER harmless from any and all third party claims arising from the unverified and/or unacknowledged adaptation, including, without limitation, reasonable attorney's fees and costs subject to CLIENT's available unencumbered budget appropriations for this Agreement.

1.1.5. ENGINEER does hereby agree to defend, indemnify, and hold harmless CLIENT and the employees, officers and agents of CLIENT from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the gross negligence, recklessness or intentional misconduct of ENGINEER or the employees, contractors or agents of ENGINEER in the performance of this Agreement.

SECTION 2 - ADDITIONAL SERVICES; REIMBURSABLE EXPENSES; AND TAXES

2.1. General.

2.1.1 Subject to mutual written agreement, ENGINEER may furnish or obtain from others the "Additional Services" of the following types which are not considered normal or customary Basic Services paid for by CLIENT pursuant to Section 5, except to the extent provided otherwise in the attached Letter of Agreement; these will be paid for by CLIENT pursuant to Section 5.

2.1.2. Additional Services include services and costs arising from, but not limited to, changes in size, complexity, CLIENT's schedule, or character of construction; and revising previously accepted studies, reports, design documents, or contract documents when such revisions are not caused by or are beyond ENGINEERS control.

2.1.3. Additional Services in connection with This Part of the Project include services not otherwise provided for herein or in the attached Letter of Agreement such as: services of special consultants, Value Engineering, partnering sessions, expedited plans check, detailed cost estimates, bid phase and construction phase services, or building commissioning and/or other services as required.

2.2. Reimbursable Expenses.

2.2.1. CLIENT shall reimburse ENGINEER for all reasonable fees and costs related to the services provided under This Part of the Project. CLIENT agrees to make payment for reimbursable expenses pursuant to Section 5.1.3. Reimbursable expenses are defined as the actual expenses incurred (directly or indirectly) in connection with the Project with CLIENT's prior written approval. Examples of reimbursable expenses, include but are not limited to: overtime work requiring higher than regular rates. Reimbursable expenses shall not exceed $5,000 for the Term of this Project.

2.3. Taxes.

2.3.1. If applicable, CLIENT shall pay ENGINEER for the actual costs of any tax assessed by any local, state, municipal or other governing body applicable to This Part of the Project or any fee taxed to or on behalf of CLIENT.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

3.1. Provide all necessary criteria and full information as to CLIENT's requirements for This Part of the Project including: design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations that relates to the performance of this Agreement.

3.2. Furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by providing or placing at his/her disposal all available information pertinent to This Part of the Project including previous reports and any other data relative to design

or construction of This Part of the Project.

3.4. Arrange for access to and make all necessary provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.

3.5. Furnish, or direct ENGINEER in writing to provide, necessary Additional Services as outlined in Section 2 of this Agreement or other services as required. Additional Services or other services not defined in this scope of work will require mutual written agreement of the parties.

SECTION 4 - PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of This Part of the Project through completion of the Design Phase. Refer to the Letter of Agreement's Term on Project duration and its expected completion. If necessary and subject to mutual written agreement of the parties, ENGINEER may extend his/her obligation to render services hereunder for a period that may reasonably be required for the design (unless otherwise stated in attached proposal letter) of This Part of the Project.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. General.

5.1.1. Payments for Basic Services. CLIENT shall pay ENGINEER for Basic Services described in the Letter of Agreement, rendered under Section 1, the Lump Sum or Time and Materials Fee as described in the Letter of Agreement.

5.1.2. Payments for Additional Services. CLIENT shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services, both parties will execute an amendment to this Agreement which shall include a revised scope of work and fee(s).

5.1.3. Reimbursable Expenses. In addition to payments provided for in Section 5.1, CLIENT shall pay ENGINEER the actual costs of all reasonable Reimbursable Expenses incurred in connection with all Basic and Additional Services if defined in the attached Letter of Agreement.

5.2. Payment Schedule.

5.2.1. ENGINEER shall submit a one-time invoice for Basic Services, and if applicable, monthly invoices for Additional Services and Reimbursable Expenses to CLIENT. The invoices for Basic and Additional Services will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.

5.2.2. Payment terms are net 45 days. CLIENT agrees to make payments in response to ENGINEER's correct invoices.

5.3. Other Provisions Concerning Payments.

5.3.1. If CLIENT fails to make any payment due to ENGINEER for services and expenses incurred pursuant to the described services in the attached Letter of Agreement, ENGINEER may immediately suspend services under this Agreement with written notice to CLIENT, until he or she has been paid in full for all amounts due to him or her for services and expenses rendered.

5.3.2. In the event of termination by CLIENT under Section 7.1, ENGINEER will be paid for actual services rendered up to that time (on the basis of Direct Labor Costs times a factor of 3.2) for services rendered to date of termination by principal and employees assigned to This Part of the Project. In the event of any such termination, ENGINEER will be paid for incurred Reimbursable Expenses, plus all termination expenses. The Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, designers, drafters, estimators, administration, and clerical.

5.3.3. Termination expenses include reimbursable expenses directly attributable to termination. Termination expenses which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Design Phase.

5.3.4. Termination expenses also include the actual expenses incurred (directly or indirectly) in connection with the Project such as wages and out of pocket expenses. These expenses are such that the Project would have a fee of Time and Material versus Lump Sum.

SECTION 6 - OPINIONS OF COST

6.1. Opinions of Cost.

6.1.1. Since ENGINEER has no control over the cost of labor, material, equipment, or services furnished by others; or over the contractor(s) methods of determining prices; or over competitive bidding or market conditions; then his/her opinions of probable construction cost for This Part of the Project provided for herein are to be made on the basis of his/her experience and qualifications; and represent his/her best judgment as an experienced and qualified Professional Engineer (familiar with the construction industry). ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost for This Part of the Project will not vary from opinions of probable cost prepared by him/her. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Construction Cost for This Part of the Project, ENGINEER shall employ an independent cost estimator as provided in Section 2.1.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. CLIENT may terminate this Agreement for any reason with at least seven (7) days written notice to ENGINEER. CLIENT shall within 45 calendar days of termination pay ENGINEER for all services rendered and all costs incurred up to the date of termination, including costs associated with collection of monies due and owing pursuant to Section 5 of this Agreement.

7.2. Reuse and Ownership of Documents.

7.2.1. All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of This Part of the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by ENGINEER for the specific purpose intended, will be at CLIENT's sole risk and responsibility and without liability or legal recourse against ENGINEER; and to the extent expressly authorized by Nevada law, CLIENT shall indemnify and hold harmless ENGINEER from all third party claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting there from.

7.2.2. All designs, arrangements, plans and/or specifications indicated or presented by the drawings, as instruments of service, are owned by and are the property of ENGINEER. The designs, arrangements, plans and/or specifications shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reproduction, publication, or re-use by any method in whole or in part is prohibited if not intended for the Project's specific purpose. Designs, arrangements, plans and/or specifications shall not be used by or disclosed to any person, firm, agency, or corporation by CLIENT without the written permission of ENGINEER. Visual contact with the designs, arrangements, plans and/or specifications shall constitute prima facie evidence of acceptance of these restrictions. Copies of the designs, arrangements, plans and/or specifications retained by CLIENT may be utilized only for its use and for occupying the Project for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or drafted, developed, prepared, completed, or acquired by ENGINEER during the performance of services for which it has been compensated under this Agreement, shall be delivered to CLIENT's representative upon completion or termination of this Agreement, whichever occurs first. CLIENT shall have the right to reproduce all documentation supplied pursuant to this Agreement. If applicable, ENGINEER shall furnish CLIENT's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

7.2.3 Any unauthorized disclosure or use of designs, arrangements, plans and specification indicated or presented by the drawings, as instruments of service by CLIENT (collectively as "Information") could cause the ENGINEER irreparable harm, and CLIENT agrees and expressly authorizes ENGINEER, in addition to any other remedy the ENGINEER may have for a breach of this Agreement, to obtain an injunction against any and all unauthorized disclosures of this Information.

7.3. Records.

7.3.1. Records of ENGINEER's Direct Labor Costs, Payroll Costs, and Reimbursable Expenses (pertaining to This Part of the Project) will be kept on a generally recognized accounting basis and made available to CLIENT upon CLIENT's written request.

7.3.2. ENGINEER shall maintain all design calculations on file in legible form. A copy of these shall be available to CLIENT at ENGINEER's expense; and the originals shall not be disposed of by ENGINEER until after sixty (60) days prior written notice to CLIENT or seventy-two (72) months after Project completion without notice.

7.3.3. ENGINEER's records and design calculations will be available for examination and audit as required in writing by CLIENT.

7.4. Insurance.

7.4.1. CLIENT and ENGINEER shall each procure and maintain insurance (other than life insurance) for protection from claims under worker's compensation acts, to meet the legal requirements under the state of Nevada, claims for damages because of bodily injury (including personal injury), sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from. General Liability shall be a minimum of $1M / $2M. ENGINEER understands that CLIENT has a funded program on self-insurance and is acceptable in lieu of commercial insurance.

7.4.2. CLIENT and ENGINEER shall each procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in such amounts, with such deductible provisions, and for such periods of time as appropriate for the size of the Project; and certificates indicating that such insurance is in effect will be exchanged by them. ENGINEER understands that CLIENT has a funded program on self-insurance and is acceptable in lieu of commercial insurance.

7.4.3. Both parties will cause its other contracted professional consultants retained by CLIENT and ENGINEER for the This Part of the Project to procure and maintain comparable professional liability insurance coverage.

7.4.4. 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 Information, or otherwise, whether based in contract, warranty, tort, including without limitation, negligence, or any other legal or equitable theory. Except for indemnification obligations, ENGINEER's total liability for any claim or action shall not exceed the amount paid to ENGINEER under this Agreement.

7.5. Controlling Law.

7.5.1. This Agreement is to be governed by the laws of the State of Nevada. Each party expressly consents to the jurisdiction and venue of the courts in Clark County, Nevada.

7.6. Successors and Assigns.

7.6.1. CLIENT and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.6.2. Neither CLIENT nor ENGINEER shall assign, sublet, nor transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he/she may deem appropriate to assist him/her in the performance of services hereunder.

7.6.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

7.7. Miscellaneous.

7.7.1. Notices. Unless otherwise agreed to by both ENGINEER and CLIENT, "writing" or "written" means that notices, demands, requests, or other correspondence must be sent or delivered via certified mail, hand delivery, or through another reliable method in which confirmation of receipt by the recipient can be verified, to the last known address of ENGINEER or CLIENT. If to CLIENT, a copy shall be sent Attn: UMC Legal Department, Contracts.

7.7.2. Entire Agreement. This Standard Agreement and Terms and Conditions, and the Letter of Agreement constitute the entire, full and complete agreement between the parties concerning the subject matter hereto and supersedes all prior agreements, oral or written, and no other representations have been made to induce the parties to execute these agreements. This Standard Agreement and Terms and Conditions, and the Letter of Agreement may be modified only by writing and signed by both parties and which writing is identified for that purpose.

7.7.3. Severability. Any provision of this Standard Agreement and Terms and Conditions, or the Letter of Agreement that is invalid, illegal or unenforceable, shall be ineffective to the extent of such invalidity, illegality or unenforceability, without effecting, in any way, the remaining provisions hereof or rendering any other provision of the agreement invalid, illegal or unenforceable. Both parties may renegotiate such invalid, illegal or unenforceable provision for the sole purpose of rectifying the error.

7.7.4. Litigation. In the event that any action is filed in relation to the enforcement or interpretation of this Standard Agreement and Terms and Conditions, or the Letter of Agreement, the unsuccessful party in the action shall pay the successful party in addition to all the sums either party may be called upon to pay, the successful party's actual attorney fees and all costs, and subject to CLIENT's unencumbered budget appropriations for this Agreement.

7.7.5. Confidentiality. ENGINEER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and ENGINEER represents and warrants that it shall not resell CLIENT's confidential information, provided, however, that ENGINEER may disclose any such information described in this paragraph if required to do so by applicable laws, pursuant to a subpoena or court order, or in a proceeding arising from a dispute between CLIENT and ENGINEER related to this Agreement.

7.7.6. Public Records. ENGINEER acknowledges that CLIENT 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 CLIENT receives a demand for the disclosure of any information related to this Agreement which ENGINEER has claimed to be confidential and proprietary, CLIENT will immediately notify ENGINEER of such demand and ENGINEER shall promptly notify CLIENT of its intention to seek injunctive relief in a Nevada court for protective order. For the avoidance of any doubt, ENGINEER hereby acknowledges that this Agreement will be publicly posted for approval by CLIENT's governing body.

7.7.7. 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 paragraph.

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

7.7.9. Waiver. Either party's waiver or failure to take action with respect to the other party's failure to comply with any term or provision of this Agreement will not be deemed a waiver of the first party's right to insist on future compliance with such term or provision.

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:	T.J. Krob Consulting Engineers, Inc.	
(Include d.b.a., if applicable)	TJK Consulting Engineers, Inc.	
Street Address:	8728 Spanish Ridge Avenue, Suite 100	**Website:** www.tjkengineers.com
City, State and Zip Code:	Las Vegas, Nevada 89148	**POC Name:** Kayleigh Hasshaw **Email:** khasshaw@tjkengineers.com
Telephone No:	702-871-3621	**Fax No:** 702-871-8353
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)
Thomas Anderson	President	55.4
Kanathip Meechudhone	Vice President	44.6

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

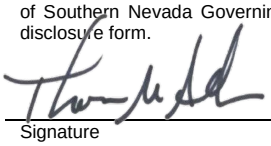
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

   ☐ 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 | Thomas Anderson (Print Name)

President (Title) | October 4, 2023 (Date)

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

Issue:	**Agreements with Philips North America 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 Agreements with Philips North America, LLC for the CT System turnkey project; authorize the Chief Executive Officer to execute future Change Order within the not-to-exceed 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: 3000999901
Funded Pgm/Grant: N/A
Description: Incisive 5100 CT System
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: Estimated 1 year from Effective Date
Amount: NTE $1,382,396.47
Out Clause: 60 days w/o cause

BACKGROUND:

This request is for approval of the agreements with Philips North America, LLC ("Philips") for the purchase, build out and installation of a Philips Incisive 5100 CT system, which will replace the current end-of-life CT system in UMC's Trauma Room.

The Agreements include:

- Quote Q-00217027 for the purchase of the Incisive 5100 Plus
- Turnkey Contracting Proposal, SOW N-WES230272, which outlines the full scope for the build out and installation portion for the equipment

The CT system purchase is being entered into pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. Under the Turnkey Contracting Proposal, Philips will facilitate construction for the build out and installation required for the new equipment and is required to follow prevailing wage, bonding and other contractor requirements under NRS 338.

UMC will compensate Phillips a NTE amount of $1,382,396.47 for an estimated term of one (1) year from the effective date, which is the term estimated to complete installation of the equipment. UMC may terminate this Agreement with a 60-day written notice to Phillips.

Cleared for Agenda
October 18, 2023

Agenda Item #
15

This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process. Staff also requests authorization for the Hospital CEO to execute any future change orders within the not-to-exceed amount of this Agreement if deemed beneficial to UMC.

UMC's Director of Imaging Services has reviewed and recommends approval of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

Philips currently holds a Clark County business license.

PHILIPS

Sold to:
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

Presented By
Natalie Kies
Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
Phone: (720) 354-6928
Email: natalie.kies@philips.com

Ship to:
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

Quote #: Q-00217027
Customer #: 94032296
Quote Date: 08/26/23
Valid Until: 09/30/23

Incisive 5100 Plus CAA 0038600

Dear Valued Customer,

I am pleased to submit the attached proposal for your consideration. Philips Healthcare is transitioning to a new quoting system and you will notice that this quote looks different than the ones you are used to receiving from us.
I would like to point out a specific area of change to you. Promotions are applied to the line item price of individual items, instead of to the total net price as you are used to. As a result the line item prices appear lower than you might expect based on previous quotations. Please note that the list price of the system has not changed and promotion values are subject to availability.
I trust this meets your expectation, however should you have any queries or require further information or clarification, please do not hesitate to contact me using the details shown at the bottom of this letter.
Please note that all necessary initial applications training is included in the offer price. Further application training can be purchased separately by contacting our Customer Care Center.
Orders relating to this proposal should be sent to the address or fax number at the top of this document.

Thank you,

Natalie Kies

PHILIPS

Table of Content

PHILIPS

1. Financial Overview

Line	Article No.	Description	Qty	Net Price
1	728144	Incisive CT	1	[redacted]
2	100012	CT Third Party Accessories	1	[redacted]
3	SP00405_RE	Trade In: Ingenuity CT	1	[redacted]
4	SP006	Turnkey	1	[redacted]

Total Section Price: [redacted]

Total Section Trade In: [redacted]

	Total Price
Trade In	[redacted]
Total Net Price	$ 1,382,396.47

PHILIPS

2. Quote Summary

Line	Article No.	Description	Qty	Net Price
1	728144	Incisive CT		
1.1	NNAC709	CT 5100 Incisive Plus	1	[redacted]
1.2	NNAC722	Incisive CT Educ Pkg	1	[redacted]
1.3	NNAC476	No	1	[redacted]
1.4	FNA1199	Incisive CT Educ Pkg New Cust	1	[redacted]
1.5	NCTE370	Standard Table - Incisive	1	[redacted]
1.6	NCTA485	English Keyboard	1	[redacted]
1.7	NCTC830	Vessel Analysis	1	[redacted]
1.8	989605200862	Isolation Transformer Global	1	[redacted]
1.9	NCTE423	Console Computer Rack	1	[redacted]
2	100012	CT Third Party Accessories		
2.1	989801210145	UPS 480VAC/60Hz/125kVA/19kWH Staco	1	[redacted]
3	SP00405_RE	Trade In: Ingenuity CT	1	[redacted]
4	SP006	Turnkey	1	[redacted]

Total Section Price: [redacted]

Total Section Trade In: [redacted]

	Total Price
Trade In	[redacted]
Total Net Price	$ 1,382,396.47

PHILIPS

3. Quote Overview

Line	Description	Qty	Included	Optional
1	Incisive CT			
1.1	CT 5100 Incisive Plus	1	❙	
1.2	Incisive CT Educ Pkg	1	❙	
1.3	No	1	❙	
1.4	Incisive CT Educ Pkg New Cust	1	❙	
1.5	Standard Table - Incisive	1	❙	
1.6	English Keyboard	1	❙	
1.7	Vessel Analysis	1	❙	
1.8	Isolation Transformer Global	1	❙	
1.9	Console Computer Rack	1	❙	
2	CT Third Party Accessories			
2.1	UPS 480VAC/60Hz/125kVA/19kWH Staco	1	❙	
3	Trade In: Ingenuity CT	1	❙	
4	Turnkey	1	❙	

PHILIPS

4. Quote Details

Line	Description	Qty
1	Incisive CT Article No. 728144 Introduction What if a CT solution allowed for smart clinical decisions at every point of the exam? Incisive CT delivers with smart workflows from image acquisition through reporting with AI-enabled patient positioning, image reconstruction, motion-free cardiac image capture, and real-time interventional guidance. Learn more. Key Benefits • Incisive CT helps you meet some of your organization's most pressing challenges. • Incisive CT offers intellect at every step, from acquisition through results, and across all fronts. Details Philips Incisive CT is the latest addition to the Philips CT portfolio; conquering challenges and delivering intelligence that adapts to you. Now harnessing the power of Artificial Intelligence (AI) deeply embedded into the CT system and its applications, clearing the way for precision in dose, speed, and image quality, helping you apply your expertise to the patient, not the process. Includes Precision Every Day - Remove common obstacles to CT performance with a suite of hardware and software tools designed to improve the experience from start of the exam through reconstruction and review.	
1.1	CT 5100 Incisive Plus Article No. NNAC709 CT 5100 Incisive Plus With today's increasingly complex healthcare dynamics, you need a solution that performs for you by allowing for intelligent decisions at every point. That solution is Philips CT 5100 Incisive. Like never before, operator and design efficiencies come together in one very smart CT solution for wise decisions every step of the way. Philips is empowering you by helping connect data and technology to confidently achieve improved clinical outcomes, reduce costs, and enhance patient and staff experience. Incisive thinking leads to smart approaches from the start. Philips CT 5100 Incisive Plus is a commercial configuration of CT 5100 Incisive System. Incisive CT Plus Key Features and Capabilities are: • 128-slice per rotation • iDose • 0.4 second rotation • 72 kW (94 kW equivalent)	1

- vMRC X-Ray Tube
- 70, 80, 100, 120, 140 kV Stations
- O-MAR
- 4 cm coverage
- Bolus Tracking
- SAS
- OnPlan touchscreen gantry controls
- NanoPanel Elite Detector
- Precise Image
- High Performance Console HW

Features

ExamCards

ExamCards are the evolution of the scanning protocol. ExamCards can include axials, coronals, sagittals and other results, all of which will be automatically reconstructed and can be sent off to where they will be read with no additional work required by the operator.

vMRC X-ray Tube

Liquid coolant carries heat away from the vMRC X-ray tube, so Incisive CT is ready for the most demanding scans, one right after the other. The Philips vMRC X-ray tube is designed to be one of the most reliable in the industry. Built for high volume and 24-hour consistency, there is no waiting for the tube to warm up before the scan and no waiting for it to cool down.

NanoPanel Elite Detector

The NanoPanel Elite, the second generation of tile detector technology from Philips, was engineered for low-dose, low-energy, and low-noise imaging. The detector provides marked image noise improvement, direct integration technology, and linearity improvements at low energy and low current. Philips was first to bring the NanoPanel Elite tile detector design.

70kVp

The 70 kV scan mode allows for improved low-contrast detectability and confidence at low dose.

1.4 Second Rotation

0.4-second 360° rotation affords advanced clinical applications such as coronary artery imaging and other high-speed, motion-free imaging.

Worklist

Provides HIS/RIS interface through DICOM modality worklist service class; enhances clinical workflow by importing patient demographics and study information from an information management system.

MPPS

Provides performed exam information (start/end/info) to HIS/RIS using DICOM MPPS (Modality Performed Procedure Step) service.

CT Reporting

Provides capabilities for editable paper, print, and electronic clinical reports; including display of key images and results.

- MPR

- MIP
- MinIP
- AIP
- Volume Rendering
- Virtual Endoscopy

Reconstruction

ClearRay Reconstruction

A revolutionary solution to beam hardening and scatter artifact, modeling and simulation technology pre-computes and stores beam hardening and scatter corrections in a database that is later referenced to create a correction that is personalized to each individual patient. As a full three-dimensional technique, contrast scale stability is preserved across different patient sizes, image uniformity is improved, and organ boundaries are better visualized.

Evolving Reconstruction

Provides real-time 256 x 256 matrix image reconstruction and display in step with helical acquisition. Images can be modified for window width and level, zoom, and pan prior to reconstruction. At the end of the acquisition, all images are updated with the desired viewing settings.

Adaptive filtering

Adaptive filters reduce pattern noise (streaks) in nonhomogeneous bodies, improving overall image quality.

Cone Beam Reconstruction Algorithm

Philips unique Cone Beam Reconstruction Algorithm enables true three-dimensional data acquisition and reconstruction in helical scanning.

1024 × 1024 Large Imaging Matrix

1024 × 1024 image reconstruction matrix display all the high-resolution data acquired in applications, such as inner ear, spine and high-resolution lung imaging. As scan resolution increases, larger reconstruction matrix sizes are required maintain the full scan resolution for the reconstructed field of view.

iDose

Philips iDose is a set of user-selectable noise reduction algorithms, some of which may be applied iteratively, and is implemented in conjunction with a back projection reconstruction process.

iDose gives you control of the dial so you can personalize image quality based on your patients'needs at low dose. When used in combination with the advanced technologies of the Philips CT scanner families, it provides a unique approach to managing important factors in patient care - a new era in low-energy, low-dose, and low-injected-contrast imaging.

iDose balances high image quality, low dose, natural appearance, and easy workflow. iDose iteratively removes noise, prevents artifacts, and preserves morphological information using statistical and structural models in both projection (raw) and image domains.

O-MAR

O-M AR reduces artifacts caused by large orthopedic implant.

Dose Management
The Incisive CT employs a number of features that help provide high dose efficiency.

DICOM Structured Report for Dose (DICOM SR)
Dose SR complies with the IEC, DICOM PS and IHE standards for dose reporting. The report includes CTDIvol and DLP dose values.

Dedicated Pediatric Exam Cards
Developed in collaboration with top children's hospitals, age and weight-based infant /pediatric protocols enhance image quality at low dose.

DoseRight Index (DRI)
Personalizes the dose for each patient based on the planned scan by suggesting the optimal mAs settings for every patient size in order to get consistent image quality regardless of the operator.

3D Dose Modulation Automatically controls the tube current angularly, increasing the signal over areas of higher attenuation (e.g., lateral) and decreasing signal over areas of less attenuation (e.g., anteroposterior).

Automatically controls the tube current, adjusting the signal along the length of the scan, increasing the signal over regions of higher attenuation (e.g., shoulders, pelvis), and decreasing the signal over regions of less attenuation (e.g., neck, legs).

Dose Displays

- Volume Computed Tomography Dose Index (CTDIvol)
- Dose-Length Product (DLP)

Scan and Image Acquisition
Helical Scanning
Multiple contiguous slices acquired simultaneously with continuous table movement during scans allowing for multiple, bidirectional acquisitions.

Axial Scanning
Multiple-slice scan with incremental table movement between scans.

Test Injection Bolus Timing
Establishes the optimum contrast injection delay time using a test injection. A real-time graph of the enhancement in a selected region of interest is displayed. The delay time is then selected to provide optimal peak contrast enhancement and reduced contrast usage.

Bolus Tracking
An automated injection planning technique to monitor actual contrast enhancement and initiate scanning at a predetermined level.

Injector Triggering (SAS)
Spiral Auto Start integrates the injector with the scanner, allowing the technologist to monitor the contrast injection to check for extravasation, and to initiate the scan (with the predetermined delay) while in the scan room.

NOTE: Costs to upgrade an approved injector and any cabling is the responsibility of the user.

Split Study
Allows automatic split of the Exam series into separate Exams based on the Procedure Descriptions.

Precise Image
Precise image is a reconstruction technique where the system uses a trained deep learning neural network to produce an image that reduces dose while improving low contrast detectability and reducing noise while maintaining the appearance of traditional FBP images.

Operator Console, Patient Handling, and Setup
Philips provides an operator work environment that is both flexible and easy to use. The operators'console includes the necessary hardware to use the scanner including Windows® 10-based host computer and control box. The system provides applications that assist clinicians to improve workflow and planning as well as post processing analysis and review to help you quickly gain the desired view. All of this combine in a graphical interface that allows you to easily execute scans and analyze images.

Dual-monitor parallel workflow
Dual-monitor console is designed for simultaneous operations of scanning on left side monitor and post processing like filming, reporting, CD writing, reviewing and analysis on right side monitor for uninterrupted workflow.

Supports Parallel workflow using Dual monitor for Console.
Dual monitor workflow:

- Left monitor: schedule, new patient, scan, settings, service.
- Right monitor: Complete, viewers, Analysis, offline recon, film, report, online-help .etc.

Scan
Enables automatic execution of pre-planned studies, with concurrent, on-line or off-line reconstruction, background image archiving to local or remote storage devices, without operator intervention. In addition, manual operator control over axial scan progress can also be set on preferences according to user's choice.

Additional functions at the operator's console include emergency stop, intercom and scan enable/pause buttons.

Gantry Aperture 720 mm diameter
Gantry Tilt: -24° to +30° with 0.5° increments.

Intercom System and Multilingual Auto-voice
The intercom system provides two-way communication between the scan room and the operator console. Additionally, a standard set of commands for patient communication before, during and after scanning is available in several pre-selected languages. Customized messages can also be created.
Patient Table
The Incisive CT provides a patient table with maximum scannable range of up to 1,860 mm.
Note: The scannable range is dependent on the scan protocols, patient positioning, and includes the use of foot extension.

Table Accessories
Prevent fatigue and discomfort and give both patients and technologists a sense of security: patient restraint kit, table extension, standard head holder and table pad.
Image Management, Storage, and Filming
DICOM 3.0-compliant image format. Images can be auto stored to selected archive media.
DICOM DVD/CD writer
Stores DICOM images and associated image viewing software on DVD/CD media. Images on these DVD/CDs can be viewed and manipulated on PCs meeting the minimum specifications. Suited for individual result storage and referring physician support.
Filming
Basic monochrome and color DICOM print capability are supported.
Networking
Supports 10/100/1000 Mbps (10/100/1000 BaseT) networks. For optimal performance, Philips recommends a minimum 100 Mbps network (1 Gbps preferred) and for the CT network to be segmented from the rest of the hospital network.
DICOM Connectivity
Full implementation of the DICOM 3.0 communications protocol allows connectivity to DICOM 3.0-compliant scanners, workstations, and printers; supports IHE requirements for DICOM connectivity.
Power Requirements
200/208/240/380/400/415/440/460/480VAC, 50/60 Hz 115kVA, three-phase distribution source.
Tube For Life guarantee:
Multi-Slice CT Tube replacement is included as needed for as long as the system is operational within the same customer location, or 10 years from the installation date, whichever occurs first.
To ensure optimal performance and lifetime from the Multi-slice CT Tube, a Philips parts and labor Service Agreement must be maintained, uninterrupted for the entire term of the tube guarantee. Any lapse in the service agreement coverage will void the Multi-slice CT Tube guarantee.
Note: Windows is a registered trademark of Microsoft Corporation in the United States and other countries.

1.2	Incisive CT Educ Pkg Article No. NNAC722	1

Philips Education Package for Incisive CT

Introductory E-Learnings Incisive CT: Introductory electronic content is provided on the Philips Learning Center educational portal. This content provides an overview of the Philips Incisive CT scanner. Course topics include demonstrations on operation, exam card management, dose tools, result concepts, workflow, and scanning and analysis. Content is designed to provide the customer familiarity with the workflow and software prior to onsite training. It is recommended that this online self-paced learning be completed prior to the offsite Essentials course and initial handover. Additional resources include reference manuals, white papers and Clinical Elements.

Staff Modality Pre- Assessment with e-learning: Staff Modality Pre- Assessment with e-learning: Philips will provide access for up to five (5) CT technologists, as selected by customer, to a modality assessment. Upon completion of assessment, the individual technologist will receive results and instructions on ordering ASRT's CT Basics: The Series, if desired. The modules will help to enhance the technologists CT knowledge. A total of 16 CEUS are provided upon full completion of the series.

Medical Imaging Consultants (MIC) will provide three (3) self-study programs as selected by customer. There are three (3) CT-programs to choose from:
CT Registry Review: This ASRT accredited, self-study program presents the physical principles, clinical imaging strategies and unique jargon of CT. It equips the technologist with a strong background in the clinical utility of CT so that subsequent console training can proceed quickly and more effectively. Each of the eight (8) study modules are separately accredited so technologists can earn credits as they go through the program. Study Guidelines provide detailed explanations to answer every post-test question. Note: Training expires after six (6) months from purchase date.

CT Cross Trainer: This ASRT accredited, correspondence course provides valuable knowledge to novice or brand new CT technologists, while keeping technical jargon to a minimum. The online course is presented in six (6) individual, self-study modules, each of which focuses on a specific CT topic. Note: Course entitlement must be used within six (6) months of purchase date.

CT Sectional Anatomy & Imaging Strategies: This ASRT accredited course consists of six (6) comprehensive study modules that are delivered in an easy to follow book format. Each study module contains thirty-five to seventy pages of easy-to-follow text, with an abundance of illustrations, images and summaries, and is written in the language of the clinical technologist. The first study module introduces the technologist to the concepts and terms used when working with sectional anatomy imaging modalities. Study modules 2-6 focus on specific regions of the body by identifying key anatomical structures and their physiological significance as well as practical sectional imaging strategies. This course has been accredited for eighteen (18) Category A CE credits, that are earned by passing a post-test for each study module.

Clinical Consultation Interview Virtual: Philips Education representative(s) will conduct an assessment to evaluate site demographics, workflow, and identify the key contact personnel and decision makers. During this process, Philips conducts a remote interview with the customer to learn details of CT workflow. Additionally, a copy of the Customer’s CT Exam Card list is requested to be made available to Philips Education representative. Customer information provided during this process is the first building block for planning educational support and Clinical Exam Card configuration. The goal of the interview is to provide a smooth transition to onsite training once the system is installed.

Incisive CT Essentials Offsite Training: Philips will provide up to two (2) lead technologists, as selected by customer, with in-depth lectures covering basic clinical applications, Philips-specific imaging techniques, protocol optimization and scan parameters. A CT "system emulator" or system will be used during the lab sessions to simulate all basic scanning operations without x-ray exposure. Students will graduate from this class with an 80% understanding of the base system functionality. The remaining 20% is covered during the Handover OnSite experience. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, geography, and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education, and should be attended no earlier than two weeks prior to system installation. ASRT CE credits may be available for each participant that meets the Guidelines provided by Philips during the scheduling process. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292078 (CT Full Travel Pkg OffSite) is purchased with all OffSite courses.

Incisive CT Initial Training Onsite: This consecutive twenty-four (24) hour training event will be scheduled for the week immediately following Incisive CT Essential Offsite training. This session should be attended by the same two (2) Super Users from Incisive CT Essentials, and up to two (2) more

dedicated CT Technologists, preferably from night or weekend shifts. This twenty-four (24) hour training event will fine tune and expand upon knowledge learned during the Incisive Essentials Training session. Training will focus on scan procedures and protocols. ASRT CE credits may be available when Philips Guidelines are adhered to. These guidelines will be provided to you during the scheduling process. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Incisive CT Follow Up Training Onsite: Philips will provide one consecutive twenty-four (24) hours of tailored Incisive CT OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. ASRT CE credits are not available in all cases. Please read Guidelines for more information, which will be provided to you during the scheduling process. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

On Demand Clinical Support: On-demand assistance is provided via remote enabling technologies by a Remote Clinical Solutions Consultant. Topics may include image quality review/comparison, user-interface demonstration, system troubleshooting, and protocol optimization. This will provide flexible training options after the onsite sessions on a schedule that works for the customer. On-demand hardware installed on the system is a pre-requisite for this service. Hours of support align to standard service agreement hours, 8am to 5pm, unless an afterhours contract is purchased. **Availability of On Demand Clinical Support is contingent on market and country approval. For US Government and Health Canada customers, Philips will provide sixteen (16) hours of onsite applications at your facility in lieu of On Demand Clinical Support.

Considerations for virtual connectivity: Philips will determine and test connectivity prior to first use.

Separate Computer or smart phone with communication software (Zoom or MS Teams)

Internet connection if separate computer is used (wired connection recommended)

USB Headset/conference speaker compatible with communication device and software (recommended).

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

1.3	No Article No. NNAC476	1
1.4	Incisive CT Educ Pkg New Cust Article No. FNA1199	1

Incisive CT Clinical Education package for New Philips customers:

CT Customization & Transition Program Virtual: The Customization & Transition program is designed to provide a customer who is new to Philips CT, similar or better image quality than their previous CT system, regardless of vendor and make the conversion as simple as possible. Philips Clinical Applications Specialist will convert a total of ten CT clinical protocols scanned on the customer's previous CT system to Philips configured CT ExamCards. This process includes Image quality acceptance by the Customer's designated physician representative. Philips Clinical Applications Specialist, working with the Customer

Lead Technologist will make requisite adjustments to the exam card database in compliance of required image quality standards.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

1.5	Standard Table - Incisive Article No. NCTE370 Table Specifications Scannable range: 1,860 mm Z-position accuracy: +/- 1.0 mm Longitudinal speed: 1 mm/s 300 mm/s Lowest table height: 530 mm Maximum load capacity: 452 lbs (205 kg)	1
1.6	English Keyboard Article No. NCTA485	1
1.7	Vessel Analysis Article No. NCTC830 Vessel Analysis offers a set of tools for general vascular analysis. It allows the user to easily remove bone, and extract and segment the vessels to quickly perform typical measurements such as intra-luminal diameter, cross sectional lumen area and length of vessel's segments. Vessel Analysis allows the user to display the dataset using volume rendering and MIP with cross sections images that can be used to delineate aneurysm, presence of mural calcification and lining mural thrombus, branch vessel (celiac, mesenteric, renal) and the ilio-femoral arterial runoff circulation.	1
1.8	Isolation Transformer Global Article No. 989605200862 The PDU (Power Distribution Unit) consists of a very well insulated, well-shielded, low impedance isolation transformer. This provides protection against "common mode" noise and spikes (neutralground potentials). Technical Specification Input Voltage: 200/208/220/230/240/380/400/415/440/460/480 Volts, Delta Frequency: 50 or 60±3 Hz Output Voltage: #1: 3Phase, 480/400/380/208 VAC #2: 1Phase, 230 VAC L-N #3: 1Phase, 120VAC L- N Power Rating: 35KVA (In/Out Voltage 400VAC) Dimension without package770±3(L) x 592±3(W) x 826±3 mm	1

Dimension with package: 962±3(L) x 824±3(W) x 1105±3 mm

Weight (Kg.):
Net weight382KG±10KG
Gross weight427KG±10KG

1.9	Console Computer Rack Article No. NCTE423 Details A metal-built Cabinet / Rack that allows putting the console computer inside. Protects the internal computer, reduces the physical impact, dustproofs as well as prevents loss of hard disk and other key components. Key specification: Size: 756mm x 881.5mm x 429.5mm Weight: About 100kg with computer inside Easy to assemble and install	1

Line	Description	Qty
2	CT Third Party Accessories Article No. 100012	
2.1	UPS 480VAC/60Hz/125kVA/19kWH Staco Article No. 989801210145 Uninterruptible Power Supply (UPS) with Voltage Regulator and Power Entrance Controller functionality. Provides power to permit up to 30 minutes of scanning after a power failure. This allows the user to complete the patient scan, save data and make an orderly system shut-down. Also insures that incoming power meets Philips Healthcare specifications for CT system reliability and performance. The UPS regulates utility voltage deviations, stabilizes line frequency, and subdues line voltage surges and spikes, prevents loss of phase and total power outages, while also ensuring positive phase rotation. - Input voltage: 480 VAC - Line Matching Transformer required for 60 Hz input voltages with less than 480 VAC input. - Start-up commissioning included.	1

Line	Description	Qty
3	Trade In: Ingenuity CT Article No. SP00405_RE Serial number: 300111	1

Line	Description	Qty

4	Turnkey Article No. SP006	1

PHILIPS

5. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Billing Plan
•	728144 Incisive CT	HEALTHTRUST PURCHASING GROUP HPG Q3 GB 23	HEALTHTRUST PURCHASING GROUP HPG Q3 GB 23	0/80/20
•	100012 CT Third Party Accessories	HEALTHTRUST PURCHASING GROUP HPG Q3 GB 23	HEALTHTRUST PURCHASING GROUP HPG Q3 GB 23	0/80/20
•	SP00405_RE Trade In: Ingenuity CT	NONE	NONE	0/80/20
•	SP006 Turnkey	NONE	NONE	0/80/20

Payment Terms US: Net 30 Days

INCO Terms: Carriage and Insurance Paid To Destination

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Billing Plan table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order
Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse.
Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

All amounts in this quote are in USD

PHILIPS

6. Signature Page

Invoice to:
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

Ship to:
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

	Total Price
Total Net Price	$ 1,382,396.47

Acceptance by Parties

Each Quotation solution is issued pursuant to and will reference a specific Contract Name/Contract Number ("Contract") representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Any PO for the items herein will be accepted subject to the terms of that Contract. If no Contract is shown, Philips Terms and Conditions of Sale including applicable product warranty or Philips Terms of Service ("Philips Terms") located in the Philips Standard Terms and Conditions of the quotation shall solely apply to the quoted solution.

Each equipment system and/or service listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid. This quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare.

This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable_____Tax Exempt _____
   If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

2. Requested equipment delivery date _____

3. If you do not issue formal purchase orders indicate by initialing here: _____

4. Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order until 90 days prior to standard warranty expiration. Initialed: _____

CUSTOMER SIGNATURE by its authorized representative		PHILIPS SIGNATURE by its authorized representative	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____

Date:		Date:	

7. Philips Standard Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE AND SOFTWARE LICENSE
("Conditions of Sale") Rev 21

1. Initial Provisions.

1.1 The Products (equipment, service, and software) offered on the quotation by the Philips legal entity identified thereon are subject to these Conditions of Sale.

1.2 The purchase prices set out on the quotation excludes all taxes. All taxes on the Products will be borne by the Customer unless Customer provides a tax exemption certification.

2. Quotation, Order and Payment.

2.1 Any quotation on the Products will be open for acceptance within the period indicated therein and may be amended or revoked by Philips prior to Customer's acceptance. Any purchase orders shall be subject to Philips' confirmation. Any terms and conditions set forth on the Customer's purchase order or otherwise issued by the Customer shall not apply to the Products.

2.2 The prices and payment terms are set out on the quotation. Orders are subject to Philips' ongoing credit review and approval. If the quotation indicates net prices that are each associated with a payment method then Philips will invoice Customer, and Customer will pay the net price that corresponds to the payment method that Customer elected in its purchase order or signed quote. Prior to invoice, Customer may modify the payment method by providing Philips with an amended purchase order that reflects the new payment method and corresponding price.

2.3 Interest will apply to any late payments. Customer shall pay interest on any overdue amount not actively disputed paid at the annual rate of twelve percent (12%) which may be billed monthly. If the Customer fails to pay any amounts due or breaches these Conditions of Sale, Philips will be entitled to suspend the performance of its obligations and deduct the unpaid amount from any amounts otherwise owed to Customer by Philips, in addition to any other rights or remedies available to Philips. Philips shall be entitled to recover all costs and expenses, including reasonable attorneys' fees related to the enforcement of its rights or remedies.

2.4 Customer has no right to cancel an order, unless such cancellation right is granted to the Customer by mandatory law in which case the Customer shall pay the costs incurred by Philips up to the date of cancellation In other cases of cancellation, Customer shall pay a 15% cancellation fee.

2.5 Philips may make partial or early shipments and Customer will pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the quotation

2.6 Payments may be made by check, ACH or wire. Philips does not accept transaction fees for any electronic fund transfers or any other payment method. All check payments over $50,000 usd must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.

2.7 In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Customer's governing body for the then current fiscal year under the Local Government Budget Act. The 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 following fiscal year sufficient for the payment of all amounts which could then become due during that following fiscal year under the Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, then Customer will promptly notify Philips of its invocation and the Agreement will expire on the first day of the fiscal year not appropriated. Termination under this Section shall not relieve Customer of its obligations incurred through the first day of the fiscal year for which monies were not appropriated by law.

3. Philips Security Interest until Full Payment.

3.1 Philips is entitled to retain a security interest in the Philips products, until Philips receives full payment.

4. Technical Changes; Obsolescence of the Product.

4.1 Philips shall be entitled to make changes to the design or specifications of the Products at any time, provided such change does not adversely affect the performance of the Products.

5. Lease and Trade In

5.1 If the Customer desires to convert the purchase of any Products to a lease the Customer shall within ninety (90) prior to the delivery of the Products provide all relevant rental documents for review and approval by Philips. The Customer is responsible for converting the transaction to a lease and is required to secure the leasing company's approval of all these Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same. For any lease, if the lease does not fund then: (i) Customer guarantees the payment of all monies due or that may become due under these Conditions of Sale; (ii) Philips may convert the lease back to a purchase and invoice Customer; accordingly, and (iii) Customer will pay all such invoiced amounts per the invoice terms. In the event that there are multiple Products on one quote, the Product with the longest period for converting the transaction to a lease shall prevail.

5.2 Philips may provide a rental agreement at its discretion.

5.3 In the event Customer will be trading-in equipment ("Trade-In"), the Customer will provide the following:

5.3.1 Customer undertakes to possess good and marketable title to the Trade-In as of the date of the quotation and when Philips takes possession of the Trade-in from Customer's site. In the event Customer is in breach of this undertaking, Customer shall not be entitled to keep a trade-in credit

for such Trade-In and shall promptly refund Philips such credited amounts upon receipt of an invoice from Philips.

5.3.2 The trade-in value set forth on Philips quotation is conditioned upon Customer providing Trade-In no later than the date Philips makes the new Product listed on such quotation available for first patient use. Customer shall bear the costs of any reduction in trade-in value arising due to a delay by the Customer causing the trade-in not to occur by the expected date and promptly pay the revised invoice.

5.3.3 In the event Philips receives a Trade-In having a different configuration (including software version) or model number than the Trade- In described on the Philips quotation, Philips reserves the right to adjust the trade in value and revise the invoice accordingly and Customer shall pay such revised invoice promptly upon receipt.

5.3.4 Customer undertakes to (i) clean and sanitize all components that may be infected and all biological fluids from the Trade-In; (ii) drain any applicable chiller lines and cap any associated plumbing and (iii) delete all personal data in the Trade-In. Customer agrees to reimburse Philips against any out-of-pocket costs incurred by Philips arising from Customer's breach of its obligations herein.

6. Shipment and Delivery Date.

6.1 Philips shall deliver the Products in accordance with the Incoterms set forth on the quotation. If Philips and the Customer agree any other terms of delivery, additional costs shall be for the account of the Customer. Title (subject to Section 3 entitled Philips Security Interest) to any product (excluding software), and risk of loss shall pass to the Customer upon delivery to the shipping carrier. However, Philips shall pay the cost of freight and risk insurance (during transport to destination). Customer shall obtain and pay insurance covering such risks at destination.

6.2 Philips will make reasonable efforts to meet delivery dates quoted or acknowledged. Failure to deliver by the specified date will not be a sufficient cause for cancellation nor will Philips be liable for any penalty, loss, or expense due to delay in delivery. If the Customer causes the delay, any reasonable expenses incurred by Philips will be paid for by Customer, including all storage fees, transportation expenses, and related costs. If the delay is more than thirty (30) calendar days, Customer shall pay the 80% installment payment; in the event the equipment was built and resides in a Philips warehouse. For the purposes of clarification, "Delay" in this section shall mean a date later than the Customer agreed delivery date identified via confirmation of the delivery date with Customer prior to releasing the Product for production.

7. Installation.

7.1 If Philips has undertaken installation of the Products, the Customer shall be responsible for the following at its sole expense and risk:

7.1.1 The provision of adequate and lockable storage for the Products on or near the installation site. Additionally, Customers shall consider the mfg. labeling requirements for environmental and storge conditions. The Customer will repair or replace any lost or damaged item during the storage period.

7.1.2 Philips or its (affiliate's) representative shall have access to the installation site without obstacle or hindrance in due time to start the installation work at the scheduled date.

7.1.3 The timely execution and completion of the preparatory works, in conformity with Philips' installation requirements. The Customer shall ensure that the prepared site shall comply with all safety, electrical and building codes relevant to the Products and installation thereof.

7.1.4 The proper removal and disposal of any hazardous material at the installation site prior to installation by Philips.

7.1.5 The timely provision of all visa, entry, exit, residence, work or any other permits and licenses necessary for Philips' or Philips' representatives' personnel and for the import and export of tools, equipment, Products, and materials necessary for the installation works and subsequent testing.

7.1.6 The assistance to Philips or Philips' representative for moving the Products from the entrance of the Customer's premises to the installation site. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work.

7.2 If Products are connected to a computer network, the Customer shall be responsible for network security, including but not limited to, using secure administrative passwords, installing the latest validated security updates of operating software and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, validated anti-virus and anti-spyware software. Unauthorized Updates, as defined in the Product Schedules, may adversely affect the functionality and performance of the Licensed Software.

7.3 If any of the above conditions are not complied with, Philips or Philips' representative may interrupt the installation and subsequent testing for reasons not attributable to Philips and the parties shall extend the period for completing the installation. Any additional costs shall be for the Customer's account and Philips shall have no liability for any damage resulting from or in connection with the delayed installation.

7.4 Philips shall have no liability for the fitness or adequacy of the premises or the utilities available at the premises for installation or storage of the Products.

8. Product Damages and Returns.

8.1 The following shall apply solely to medical consumables:
The Customer shall notify Philips in writing substantiating its complaints within ten (10) days from its receipt of the Products. If Philips accepts the claim as valid, Philips shall issue a return authorization notice and the Customer shall return the Products. Each returned Product shall be packed in its original packaging.

9. Product Warranty.

9.1 In the absence of any specific Product warranty attached to the quotation, the following warranty provisions will apply to the Product.

9.2 Hardware Products. Philips warrants to Customer that the Product shall materially comply with its product specification on the quotation and the user documentation accompanying the shipment of such Product for a period of one year from the date of acceptance or first clinical use, whichever occurs first, but under any circumstances, no more than fifteen (15) months from the date of shipment, provided the Product has been subject to proper use and maintenance. Any disposable Product intended for single use supplied by Philips to the Customer will be of good quality until the expiration date applicable to such Product.

9.3 Stand-alone Licensed Software Products. Philips warrants that the Stand-alone Licensed Software shall substantially conform to the technical specification

for a period of ninety (90) days from the date Philips makes such Stand-alone Licensed Software available to the Customer. "Stand-alone Licensed Software" means Licensed Software sold without a contemporaneous purchase of a server for the Licensed Software.

9.4 Service. Philips warrants that all services will be carried out with reasonable care and skill. Philips' sole liability and Customer's sole remedy for breach of this warranty shall be at its option to give credit for or re-perform the services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the services.

9.5 Customer shall only be entitled to make Product warranty claim if Philips receives written notice of the defect during the warranty period within ten (10) days from the Customer discovering the defect and, if required the Product or the defective parts shall be returned to an address stated by Philips. Such defective parts shall be the property of Philips after their replacement.

9.6 Philips' warranty obligations and Customer's sole remedy for the Product shall be limited, at Philips' option, to the repair or replacement of the Product or any part thereof, in which case the spare parts shall be new or equivalent to new in performance, or to the refund of a pro rata portion of the purchase price paid by the Customer solely after a reasonable cure period is given to Philips.

9.7 Philips' warranty obligations shall not apply to any defects resulting from:

9.7.1 improper or unsuitable maintenance, configuration or calibration by the Customer or its agents.

9.7.2 use, operation, modification, or maintenance of the Product not in accordance with the Product specification and the applicable written instructions of Philips or performed prior to the completion of Philips' validation process.

9.7.3 abuse, negligence, accident, damages (including damage in transit) caused by the Customer.

9.7.4 improper site preparation, including corrosion to Product caused by Customer.

9.7.5 any damage to the Product or any medical data or other data stored, caused by an external source (including viruses or similar software interference) resulting from the connection of the Product to a Customer network, Customer client devices, a third-party product or use of removable devices.

9.8 Philips is not responsible for the warranty for the third-party product provided by Philips to the Customer and Customer shall make any warranty claims directly with such vendors. However, if Philips, under its license agreement or purchase agreement with such third party, has right to warranties and service solutions, Philips shall make reasonable efforts to extend to the Customer the third-party warranty and service solutions for such Products.

9.9 During the term of the warranty and any customer service arrangement the Customer shall provide Philips with a dedicated high-speed broadband internet connection suitable to establish a remote connection to the Products in order for Philips to provide remote servicing of the Products by:

9.9.1 supporting the installation of a Philips approved router (or a Customer-owned router acceptable for Philips) for connection to the Products and Customer network (which router remains Philips property if provided by Philips and is only provided during the warranty term.

9.9.2 maintaining a secure location for hardware to connect the Products to the Philips Remote Service Data Center (PRSDC).

9.9.3 providing and maintaining a free IP address within the site network to be used to connect the Products to the Customer's network

9.9.4 maintaining the so established connection throughout the applicable period.

9.9.5 facilitating the reconnection to Philips in case any temporary disconnection occurs.

9.9.6 If Customer fails to provide the access described in this section and the Product is not connected to the PRSDC (including any temporary disconnection), Customer accepts any related impact on Products availability, additional cost, and speed of resolution.

9.9.6 THE WARRANTIES SET FORTH IN THIS CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULR PURPOSE. MOREOVER, PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR FREE.

10. <u>Limitation of Liability.</u>

10.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

10.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.

10.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

10.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 10.1:

10.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE

CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.

10.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

11. Infringement of Intellectual Property Rights to the Products.

11.1 Philips will, at its option and expense, defend or settle any suit or proceeding brought against Customer based on any third-party claim that any Product or use thereof for its intended purpose constitutes an infringement of any intellectual property rights in the country where the Product is delivered by Philips.

11.2 Customer will promptly give Philips written notice of such claim and the authority, information and assistance needed to defend such claim. Philips shall have the full and exclusive authority to defend and settle such claim. Customer shall not make any admission which might be prejudicial to Philips and shall not enter a settlement without Philips' prior written consent.

11.3 If the Product is held to constitute infringement of any intellectual property right and its use by Customer is enjoined, Philips will, at its option and expense, either: (i) procure for Customer the right to continue using the Product; (ii) replace it with an equivalent non-infringing Product; (iii) modify the Product so it becomes non-infringing; or (iv) refund to the Customer a pro rata portion of the Products' purchase price upon the return of the original Products.

11.4 Philips will have no duty or obligation under this clause 11 if the infringement is caused by a Product being:

11.4.1 supplied in accordance with Customer's design, specifications or instructions and compliance therewith has caused Philips to deviate from its normal course of performance.

11.4.2 modified by Customer or its contractors after delivery.

11.4.3 not updated by Customer in accordance with instructions provided by Philips (e.g. software updates).

11.4.4 combined by Customer or its contractors with devices, software, methods, systems, or processes not furnished hereunder and the third-party claim is based on such modification or combination.

The above states Philips' sole liability and Customer's exclusive remedy in respect of third-party intellectual property claims.

12. Use and exclusivity of Product documents.

12.1 All documents and manuals including technical information related to the Products and its maintenance as delivered by Philips is the proprietary information of Philips, covered by Philips' copyright, and remains the property of Philips, and as such, it shall not be copied, reproduced, transmitted, or disclosed to or used by third parties without the prior written consent of Philips.

13. Export Control and Product Resale.

13.1 Customer agrees to comply with relevant export control and sanction laws and regulations, including the UN, EU or US ("Export Laws"), to ensure that the Products are not (i) exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including military end-use, human rights abuses, nuclear, chemical or biological weapons proliferation.

13.2 Customer represents that (i) Customer is not located in a country that is subject to a UN, US or EU embargo and trade restriction; and (ii) Customer is not listed on any UN, EU, US export and sanctions list of prohibited or restricted parties.

13.3 Philips may suspend its obligation to fulfil any order or subsequent service if the delivery is restricted under Export Laws or an export/import license is not granted by relevant authorities.

14. License Software Terms.

14.1 Subject to any usage limitations set forth on the quotation, Philips grants to Customer a non-exclusive, non-transferable license, without the right to grant sub-licenses, to incorporate and use the Licensed Software (as specified on the quotation, whether embedded or stand-alone) in Licensed Products and the permitted use (as referenced in the quotation) in accordance with these Conditions of Sale.

14.2 The Licensed Software is licensed and not sold. All intellectual property rights in the Licensed Software shall remain with Philips.

14.3 Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Customer may not reproduce, sell, assign, transfer or sublicense the Licensed Software. Customer shall preserve the confidential nature of the Licensed Software and shall not disclose or transfer any portion of the Licensed Software to any third party.

14.4 Customer shall maintain Philips' copyright notice or other proprietary legends on any copies of the Licensed Software. Customer shall not (and shall not allow any third party to) decompile, disassemble, or reverse engineer the Licensed Software.

14. 5 The Licensed Software may only be used in relation to Licensed Products or systems certified by Philips. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the Products shall become null and void. Customer installation of Philips' issued patches or updates shall not be deemed to be a modification.

14.6 Philips and its affiliates shall be free to use any feedback or suggestions for modification or enhancement of the Licensed Software provided by Customer, for the purpose of modifying or enhancing the Licensed Software as well as for licensing such enhancements to third parties.

14.7 With respect to any third-party licensed software, the Customer agrees to comply with the terms applicable to such licensed software. Customer shall indemnify Philips for any damage arising from its failure to comply with such terms. If the third-party licensor terminates the third party license, Philips shall be entitled to terminate the third party license with the Customer and make reasonable effort to procure a solution.

15. Confidentiality.

15.1 If any of the parties have access to confidential information of the other party, it shall keep this information confidential. Such information shall only be used if and to the extent that it is necessary to carry out the concerned transactions. This obligation does not extend to public domain information and/or information that is disclosed by operation of law or court order.

15.2 Philips 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 the Agreement which Philips has claimed to be confidential and proprietary, CUSTOMER will immediately notify Philips of such demand and Philips, after its review thereof, shall promptly notify CUSTOMER of its intention to seek injunctive relief in a Nevada court for protective order.

16. Compliance with Laws and Privacy.

16.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to employment practices federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

16.2 Processing of personal data: In relation to the provision of services, Philips may process information, in any form, that can relate to identified or identifiable individuals, which may qualify as personal data. Philips and/or its affiliates will: a) process any protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on behalf and by instruction of the Customer, the terms, rights and responsibilities of the Parties for such processing of PHI are set forth in a Business Associate Agreement between the parties and b) process information such as log files or device parameters (which may contain personal data), to provide the services and to enable its compliance with and performance of its task as manufacturer of (medical) devices under the applicable regulations and standards (including but not limited to the performance of vigilance, post market surveillance and clinical evaluation related activities).

16.3 Customer agrees that Philips and/or its affiliates may use any data, other than personal data, generated by a Product and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of products and services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes.

17. Force Majeure.

17.1 Each party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors.

17.2 If force majeure prevents Philips from fulfilling any order from the Customer or otherwise performing any obligation arising out of the sale, Philips shall not be liable to the Customer for any compensation, reimbursement, or damages.

18. Miscellaneous

18.1 Any newly manufactured Product provided may contain selected remanufactured parts equivalent to new in terms of performance.

18.2 If the Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, the Customer's financial obligations to Philips shall remain in full force and effect.

18.3 If any provision of these Conditions of Sale is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Sale, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision.

18.4 Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.

18.5 The failure by the Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.

18.6 Philips may assign or novate its rights and obligations in whole or in part, to any of its affiliates or may assign any of its accounts receivable to any party without Customer's consent. Customer agrees to execute any documents that may be necessary to complete Philips' assignment or novation. The Customer shall not, without the prior written consent of Philips, transfer or assign any of its rights or obligations.

18.7 The Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. The Customer shall not exercise any offset right in the quotation or sale in relation to any other agreement or arrangement with Philips.

18.8 These Conditions of Sale shall be governed by the laws of Nevada, without regard to or application of conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA), in any form, is expressly excluded

18.9 Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any Products provided by Philips, for any reason:

18.9.1 may have caused or contributed to a death or serious injury, or

18.9.2 have malfunctioned where such malfunctions would likely cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patientsor any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Products provided by Philips hereunder, unless otherwise required by law.

18.10 To the extent applicable to your country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Products pursuant to these Conditions of Sale, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Conditions of Sale and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Products pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

18.11 As of the date of the sale of this Product, Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for Products provided under these Conditions of Sale (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing Products hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Products not yet shipped or rendered prior to a date of exclusion.

18.12 To the extent applicable to your country or state, it is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.

18.13 To the extent applicable, Customer acknowledges it shall comply with all Medicare. Medicaid or state cost reporting requirements, including discounts afforded to Customer under these Conditions of Sale, for any Products purchased hereunder.

19. Product specific terms

Product specific schedules are incorporated herein as they apply to the Products listed in the quotation and their additional terms shall apply solely to the Products specified therein. If any terms set forth in the Product specific schedules conflict with terms set forth in these Conditions of Sale, the terms set forth in the Product specific schedule shall take precedent.

8. Warranty

COMPUTED TOMOGRAPHY (CT) SYSTEMS PRODUCT WARRANTY

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

1. Twelve (12) Month System Warranty.

1.1 Philips Healthcare, a division of Philips North America LLC (Philips) warrants to Customer that the Philips' Computed Tomography Systems (System) will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation and availability for first patient use.

1.2 If an X-Ray Tube, Power Conditioner Unit, CT Injector Unit, Laser System, option, upgrade or accessory is purchased from Philips, they will be covered by the special warranty set forth below.

1.3 If the Quotation includes an Intellispace Portal Workstation, then the following will apply:

1.3.1 Philips warrants to Customer that the Philips' Workstation will perform in substantial compliance with its performance specifications, in the documentation accompanying the Workstation, for a period of twelve (12) months after completion of installation and availability for first patient use.

1.3.2 The software provided with the Workstation will be the latest version of the standard software available for that Workstation as of the ninetieth (90th) day prior to the date the Workstation is delivered to Customer.

1.3.3 Updates to standard operating software for the Workstation that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

1.4 If the Quotation includes an Intellispace Portal Client Server, then the following will apply:

1.4.1 Philips warrants to Customer that the Philips' Client Server will perform in substantial compliance with its performance specifications, in the documentation accompanying the Workstation, for a period of twelve (12) months after completion of installation and availability for first patient use.

1.4.2 The software provided with the Client Server will be the latest version of the standard software available for that Client Server as of the ninetieth (90th) day prior to the date the Client Server is delivered to Customer.

1.4.3 Updates to standard operating software for the Client Server that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

2. Planned Maintenance.

2.1 During the warranty period, Philips' service personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00am and 5:00pm, excluding Philips' observed holidays.

3. System Options, Upgrades or Accessories.

3.1 Any Philips' authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of:

3.1.1 upon termination of the initial twelve (12) month warranty period for the System on which the option, upgrade or accessory is installed; or,

3.1.2 after ninety (90) days for parts only from the date of installation.

4. X-Ray Tube Warranty. Brilliance CT Series - MRC X-Ray Tubes; Ingenuity CT Series – MRC X-Ray Tubes; iCT Series - MRC X-Ray Tubes; IQon Spectral Series – MRC X-Ray Tubes; Spectral CT Series – MRC X-Ray Tubes; Incisive CT Series – vMRC x-Ray Tubes; CT 3500 Series – vMRC X-Ray Tubes; MX16 Series - CTR2150 X-Ray Tubes.

4.1 The CT X-Ray Tube (tube) warranty period is for twelve (12) months from the date of installation or availability for patient use, whichever occurs first. If a tube becomes inoperative or fails when operated within this twelve (12) month warranty period, upon return of the tube, Philips will provide a replacement tube at no additional charge.

4.2 The replacement tube will be warranted for the balance of the original twelve (12) month warranty.

4.3 All claims under this tube warranty must be made within sixty (60) days of failure, or fourteen (14) months of:

4.3.1 the date of installation (if installation of the tube is performed by Philips); or

4.3.2 the delivery (if installation of the tube is not performed by Philips), whichever comes first.

5. Power Conditioner Unit, Laser System or Injector Unit Warranty.

5.1 The System can be purchased with an optional Power Conditioner Unit, Laser System or Injector Units (units).

5.2 If any of these units are purchased with the System, Philips will include these units under the Twelve (12) Month System Warranty as an Original Equipment Manufacturer (OEM) warranty pass through.

5.3 Authorized representatives of the OEM will perform warranty service on each of these units.

6. System Software and Software Updates.

6.1 The software provided with the System will be the latest version of the standard software available for that system as of the ninetieth (90th) day prior to the date the System is delivered to Customer.

6.2 Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

6.3 All software is and shall remain the sole property of Philips or its software suppliers.

6.4 Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the System.

6.5 No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

6.6 Any Philips' maintenance or service software and documentation provided with the System and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.

6.7 Customer agrees to restrict the access to such software and documentation to Philips' employees, those of its authorized agents and its authorized employees of Customer only.

7. Warranty Limitations.

7.1 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer (Product Warranty Cure Period) or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request.

7.2 Any refund will be paid, to the Customer when the product is returned to Philips.

7.3 Warranty service outside of normal working hours (i.e. 8:00am - 5:00pm, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

7.4 This warranty is subject to the following conditions: the product:

7.4.1 is to be installed by authorized Philips' representatives (or is to be installed in accordance with all Philips' installation instructions by personnel trained by Philips);

7.4.2 is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and,

7.4.3 is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications.

7.5 Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network.

7.6 Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the product.

7.7 The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

7.8 THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.9 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

8. Philips' Remote Services Network (RSN).

8.1 Customer will:

8.1.1 provide Philips with a secure location at Customer's premises to store one Philips' Remote Services Network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or,

8.1.2 provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips' products and services and aggregation into services).

8.2 Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time a planned maintenance service is completed or RSN access is provided.

8.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to the products.

9. Transfer of System.

9.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.

9.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.

9.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.

9.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

10. Limitation of Liability.

10.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY.

10.2 THIS LIMITATION SHALL NOT APPLY TO:

10.2.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;

10.2.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;

10.2.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI; and,

10.2.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

11. Disclaimer.

11.1 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

12. Force Majeure.

12.1 Philips and Customer shall each be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, health pandemics, acts of any civil, military, or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request. For clarity, Customer requests shall not be considered 'government' requests under this section.

Philips' system specifications are subject to change without notice.

CT Product Warranty Rev 21

PHILIPS

Turnkey Contracting Proposal

Project Budget & Scope of Work

Incisive 5100 CT System Project

Trauma Department

CAA0038600

Submitted By:

Philips North America LLC (“Philips”)

For:

University Medical Center of Southern Nevada

Las Vegas, NV

August 25, 2023

Turnkey Proposal

Summary

The purpose of this scope of work ("SOW") is to define the extent of the Turnkey engineering, procurement and contracting work required to complete the project described above. Anything not specifically included by mention in this description is excluded from the agreed upon SOW. In the event of a conflict between the work described in the SOW definition set forth below, and the supplemental documents attached to this Turnkey Contracting Proposal, the SOW shall govern. The SOW should be thoroughly reviewed by all involved parties to ensure that all areas of concern are addressed, as the items described therein shall govern execution of the project described herein ("Project"). Additional items not addressed in this proposal may be included in the Project, but are subject to negotiation.

This proposal references site drawing number: N-WES230272
Room number: Trauma Department

Project Summary

Design/Build services as required to modify an existing CT Room for a new Philips Incisive CT 5100 Scanner per the embedded concept drawing below. It is assumed the design of the CT suite, (Scan/Control/Equipment rooms) and other surrounding spaces, will be undertaken at award, and that a final design is dependent on the owner's needs, the final determined functional program of the spaces, and the acceptance/approval of construction drawings by state and/or local authorities.

The project is assumed to be conducted in 1 uninterrupted phase:

- Design and plan check: Defining owner's needs, functional program, and development of construction drawings and documents. The phase begins upon award, and ends upon construction drawings approved by all applicable authorities and issuance of building permits.
- Construction: (1 phases)
  - CT suite renovation

Pricing and scheduling are to be re-evaluated at the conclusion of the Design Phase.

Scope of Work is based on the preliminary design criteria in the attachments below:

- Demolition of existing control wall and equipment room wall.
- Saw cutting and/or core-boring for new underground conduits / boxes and concrete patch/repair
- New control room wall, equipment room wall and window openings

- Electrical renovations required to site the new equipment
- Modifications to the existing HVAC system.
- Lead shielding patching where required and new finishes (flooring, ceiling, cabinets and paint).

Basis and Assumptions:

- Philips preliminary site plan N-WES230272
- The affected spaces being classified as Class -2 Imaging room
- Limited As-Built drawings provided by UMC

Estimated Schedule durations:

- Design Documents – 2-4 weeks
- Design review and submit for permit – 2 weeks
- Plan check & permits – TBD (est. 6 weeks Local ADJ & 5 weeks State ADJ)
- Construction – 12 weeks (schedule tbd. after approval of construction drawings and documents)

Scope of Work

DESIGN:

Division 01a – Architectural and Engineering

All architectural and engineering work necessary to complete the project described above, including:

- Any further preliminary/schematic design and design development work.
- Customer meetings.
- All required survey and testing work.
- Construction document production (drawings & specs).
- Copies of the construction documents as required by all parties and other miscellaneous printing costs including read-only CADD files.
- All review and approval work and fees as required by local (City of Las Vegas), State and agencies or other governmental authorities having jurisdiction over the work.
- Any redesign work required by review and approval authorities.
- Any pre-construction meetings.
- Shop drawing and submittal review.
- All necessary construction progress inspections, including punch-list and occupancy inspections.
- As-built drawings and specifications showing all changes made during construction.
- Travel costs and all other miscellaneous expenses.
- Include physicist report to determine required lead shielding. Physicist shielding recommendations shall be included in the design documents only.
- NOTE: Physicist radiation shielding post testing and/or certification is by owner.

CONSTRUCTION:

Division 01 – General Requirements

- Maintain a job site office area.
- Keep a current and up to date copy of the construction documents in the job site office, marked with red-lines for all changes that occur during the work.
- Provide all required shop drawings and submittals, and keep a copy of all approved shop drawings and submittals in the job site office. Turn over all approved files as well as all appropriate operation and maintenance manuals to the Owner upon completion of the project.
- Provide all necessary samples and test panels.
- Maintain a full time job superintendent.
- Conduct weekly job progress meetings which include job site safety discussions. On a weekly basis, provide (2) copies of the following: Job status report and action plan; job progress and safety meeting report; an updated job schedule showing actual vs. plan; job site progress pictures with location key; any other pertinent correspondence.
- Provide all necessary temporary utility hook-ups.
- Provide all necessary permits and pay for all inspection fees.
- Pay all applicable taxes on the work.
- Provide all overtime labor as required to complete the project within the agreed upon schedule where it is determined delays were caused by Philips or their sub-contractors.
- Provide all airfreight costs and other expedited material delivery charges required to complete the project within the agreed upon schedule where it is determined delays were caused by Philips or their sub-contractors.
- Standard job site work hours are 7:00am to 3:00pm. Permission to work at the site during any periods other than standard work hours must be approved by Director of Facilities in advance, in writing. Work in special procedures areas and new nurse work area to be off hours.
- Noise restrictions at the job site are to be determined at pre con meeting.
- Parking for construction workers is restricted to general parking areas or as determined by owner.
- HEPA filters and infection control procedures as required by the facility. Maintain negative pressure in the construction area as required by the facility.
- Provide for daily broom cleaning of the job site and debris removal and appropriate disposal.
- Use of walk off mats as required by the facility. The entire job site shall be thoroughly cleaned upon completion of the work, prior to turnover to the customer, and re-cleaned after the imaging equipment installation has been completed. Sterile final cleaning/terminal cleaning is not included.
- The storage, staging and delivery of materials to the job site shall be determined at pre con meeting
- Compliance with the Owner's security regulations and dress codes is required.
- Use of the Owners' facilities is limited to all areas required to perform the work.
- A clean unrestricted access route to the project site is to be provided by the customer.
- This proposal assumes that all of the on-site work begins on site and will continue until all work has been completed.
- Provide support for Philips install team during the mechanical installation phase of the CT system.
- All required Payment, Performance and Warranty Bonds are included

Division 02 – Existing Conditions

- The installation of code compliant temporary partitions to secure areas, control dust, protect adjacent areas and equipment as required are included.
- The demolition and appropriate removal and disposal of all existing walls, floors, ceilings, finishes, foundations, roofing, structure, equipment and utilities as required to accommodate the new work. All

items that are intended to be salvaged by the owner will be so noted and removed by the owner prior to the start of the demolition work.

- Demo existing walls as required for new layout per block plan attached. Include demo/disposal of existing leaded sheetrock on all walls of existing CT exam room.
- Demo existing casework as required in existing CT control and procedure room.
- Demo existing doors/frames as required for new layout.
- Demo existing flooring throughout project area.
- Demo existing ceiling as required for the new layout.
- This scope of work does not include the removal of any materials, including but not limited to asbestos, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.

Division 03 – Concrete

- Furnish labor and materials for concrete scanning and cutting for any new electrical conduits.
- Furnish labor and materials for infill at new electrical conduits.
- It is assumed a thickened slab is not required.

Division 04 – Masonry – N/A

Division 05 – Metals

- Partition framing as required constructed of metal studs, including all necessary backing, kickers, headers, etc.
- It is assumed the exterior of the existing construction will be left untouched.
- Provide labor, material and equipment to furnish and install approved equipment floor anchors according to vendor specifications.
- Furnish and install surface mounted supports for all new countertops.
- Provide GCX brackets and bridges for monitor at Control.
- Furnish and install overhead support structures for vendor furnished/installed injector/monitor,

Division 06 – Wood, Plastics and Composites

- Exact type, amount and locations of cabinetry, counters and millwork will be determined during the design phase of the project and will be specified in the construction documents however, it is assumed the following will be furnished and installed:
  - All cabinetry and counters are to be faced with plastic laminate at a minimum, all cabinetry and countertops must meet facility standards.
  - Furnish and install new solid surface CT control counter (approximately 8'x3').
  - Furnish and install new solid surface exam counter (approximately 6LF').
  - Furnish and install new p-lam upper-case work in new CT (approximately 8 LF).
  - Any other existing millwork located throughout the project that can be re-used without de-installation, may remain in existing condition and location at owner's discretion.

Division 07 – Thermal and Moisture Protection

- Patch roof if penetrations are required for any new HVAC equipment
- Any new construction shall have thermal insulation installed consistent with local standards and energy conservation standards.
- The existing construction shall have thermal insulation equal to the existing level of insulation wherever the existing insulation is disturbed by the work.
- Patch fireproofing where needed for new work.
- Exclude the repair of any non-compliant thermal or moisture protection found outside the area of work.

Division 08 – Openings

- Furnish and install split automatic sliding door with 6’ finished opening
- All door frames shall be welded steel frames of appropriate width and 7'0" high unless otherwise noted and meet facility standards.
- Doors and frames shall be fire rated as required, and must have labels applied by the manufacturer noting such rating.
- Hardware shall match existing, if applicable, or be commercial series if there is no existing to match. Keying of all hardware as directed by the owner is included.
- All required kick-plates, closers, hinges, stops, bumpers, guides, coordinators, etc, to meet facility standards are included.
- Ball bearing hinges, pivot hinges, continuous strip hinges and other heavy duty hardware as required for all specialty doors and openings are included.

Division 09 – Finishes

- All new construction partition framing shall have, at a minimum, 5/8ths inch thick gypsum wallboard applied to above finished ceiling height. Fire rated wallboard extending to the deck above shall be installed wherever appropriate in accordance with the applicable life-safety and building codes.
- All existing drywall and/or plaster construction disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- All new construction shall have interior finishes as follows: All ceilings shall be 2’ x 2’ washable or 2' by 4‘ acoustical panels in a "T" grid system, except bathroom, storage rooms, utility and exam or equipment rooms, which shall be 5/8ths inch thick gypsum board, finished and painted as required to meet facility standards.
- All walls shall be primed coat painted, and shall be final coat painted in no more than two different colors as selected by the owner from samples submitted by the material supplier.
- All floors shall receive commercial grade sheet goods to meet facility standards.
- All materials to be as selected by the owner from samples provided by the material supplier.
- All rooms with sheet vinyl shall be coved at sheet vinyl areas.
- All door frames shall be painted, all doors shall be painted to meet facility standards.
- All existing finishes disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- Furnish materials and labor to frame/drywall/finish as required for new layout. Include infill at existing CT exam double doors, corridor doorway new CT control. Will require framing for new CT control window.
- Furnish materials and labor to frame/drywall/finish new hard lid in new CT exam. Includes two access panels.
- Furnish and install backing for new equipment and casework.

- Furnish and install drywall patch as required where removed for installation new casework in new nurse work area.
- Tape and top new interior drywall finishes (Level 4) where removed for new work, finish to match facility standard.
- Paint the walls and trim throughout project area, and exam hard lid with one (1) coat of primer (as needed) and two (2) coats of latex finish paint to match facility standard. Includes areas of corridor corner to corner where doorways to be infilled per block plan attached to cover.
- Furnish and install new Mannington Biospec with 6" cove throughout project area to match facility standard (approx. 1300 s.f.). Does not include moisture barrier.
- Includes cost for heavy coat of Ardex in the new CT exam room to provide up to ½" level.
- Furnish and install new acoustical ceiling with 2'x 4' tegular tiles in new CT control to match facility standard.
- Repair/modify existing grid ceiling at existing special procedures control room and new nurse work area as required.

Division 10 – Specialties

- INTERIOR SIGNAGE: All existing interior signage that can be re-used will be re-located as needed. Owner is responsible for any new interior signage
- ILLUMINATORS, FILM BINS, PASS BOXES, MISCELLANEOUS: All existing illuminators, film bins, pass boxes and miscellaneous items will remain in existing condition and location without additions or modifications.
- NEW WALL PROTECTION RAILS, WAINSCOTING AND CORNER GUARDS: included in this proposal is no (0) lineal feet of wall rail made of acrovyn or similar material, eighty (80) lineal feet of wainscoting made of acrovyn or similar material, and four (4) corner guards made of acrovyn of similar materials.
- EXISTING WALL RAILS, WAINSCOTING AND CORNER GUARDS: All existing wall rails, wainscoting and corner guards that can be re-used without de-installation are to remain in existing location and condition without additions or modifications.

Division 11 – Equipment – N/A

- Rigging out existing, or rigging in any new medical equipment shall be by others and is excluded from this proposal

Division 12 – Furnishings – N/A

- The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.

Division 13 – Special Construction

- FLOOR PLATES: Installation of the Philips supplied equipment base plate(s)
- Any existing radiation shielding to remain that is disturbed by the work, will be patched/repaired to provide equivalent radiation protection.
- NEW RADIATION SHIELDING - X-RAY: Supply and install all radiation shielding as required. Each X-ray equipment room shall have, at a minimum (unless superseded by a qualified physicist report), 1/16th inch lead equivalent in all walls, doors, door hardware, windows and other openings, extending from no more than 6" above the floor level to at least 7'0" above the floor level. Shielding must meet all facility and state requirements and be coordinated with the appropriate facility personnel.

- Furnish and install 4# lead drywall to 7' AFF on all walls of new CT exam room.
- Furnish and install new 48"x 72' 4# lead equiv. control room view window and telescoping frame.
- This proposal does not include post renovation testing of the radiation shielding.

Division 14 – Conveying Equipment – N/A

Division 21 – Fire Suppression

- Modify existing fire suppression system as required for new layout. Assume new heads in new CT exam/control.
- All new fire protection work shall be tested for proper operation as required, witnessed by the appropriate authorities and owner's representative(s). 3 copies of all test reports shall be provided.
- It is assumed any non-code-compliant devices or conditions found, or any additions or upgrades to the existing fire sprinkler system as determined by the final design and/or approved construction documents are to be managed as a change order to the turnkey agreement.

Division 22 – Plumbing

- Furnish and install a new ADA compliant stand-alone hand wash sink in CT exam room with touchless battery-operated faucet. Assume to be located at same location as existing sink and include demo of existing sink in exam room.
- Existing Medical Gas System work: CLASS II SPACE
  - Relocate existing med gas outlets located on existing CT exam wall to be removed. New location in exam room to be determined.
  - The cost for medical gas Hot Tap work is $9,035 and is included in this proposal.
- Medical Gas System work, (for re-located gases only) shall be purged and certified by qualified personnel. 3 copies of all testing and certifications are included.
- It is assumed existing gas and vacuum lines are currently code-compliant

Division 23 – Heating Ventilating and Air Conditioning – CLASS II SPACE

- It is assumed existing areas affected by the new construction shall have the existing heating, ventilating and air conditioning system ductwork, dampers, grilles and diffusers relocated as required and that the existing HVAC components are fully operational and functioning as designed.
- The capacity and operation of the existing HVAC system will be verified during the design process and if additional HVAC capacity is required or existing HVAC system components need to be repaired or replaced, a change order to the turnkey agreement for the additional work will be required.
- Any ductwork insulation disturbed by new construction shall be repaired or replaced.
- Any necessary control system modifications required due to the relocation activity are included.
- After completion of all HVAC work, a test and balance of the HVAC system(s) affected by the work shall be performed by a qualified independent testing agency certified for such work. Any rework required to bring the HVAC system (or portion of the system affected by the work) to within new design specifications is included. 3 copies of all test reports are included.
- Demo of abandoned components above ceiling of project area is included.
- IF SUPPLEMENTAL HVAC IS NEEDED:
  - Demo existing VAV boxes and associated hyrdonic piping back to main lines.
  - Demo ductwork, grilles, exhaust duct back to trunk lines

- Reconfigure ductwork from existing VAV boxes with associated hot water supply and return as needed

Division 26 – Electrical

- Include all new recessed and surface raceway, wireways, trench duct (subject to approval), back boxes, conduits, wires, disconnects, etc. per Philips equipment drawings.
- Demolition of existing 125AMP Panel.
- Furnish and install new 150amp breaker, conduit, feeders and disconnect for new equipment.
- All required circuit breakers, taps, sub-panels, etc. as required to be included.
- Include lighting fixtures as required for this space, this includes all new dimmable 2x2 lighting in suite and dimmable recessed down lights in CT Room. This also includes dimmable switches to control lights.
- Include additional (10+/-) 120V hospital grade convenience outlets,
- A shunt trip with connection to the fire alarm system shall be supplied and installed ahead of the Philips system PDU for equipment shutdown as required by local code.
- Include all safe off electrical as required for demolitions.
- Include power and connections for any new HVAC equipment (fan coils, humidifiers, etc..)
- Tie-in timing restrictions for all electrical system work are to be coordinated and conducted during normal working hours.

Division 27 – Communications

- Telephone equipment, final connections and wiring of the communications system is the responsibility of the customer. Rough-ins to be provided but existing devices shall be relocated by Hospital.
- Computer Networking equipment: Rough-ins to be provided but existing devices shall be relocated by Hospital
- The cost to modify the existing the Hillrom Nurse Call system per the new block plan layout using UMC's preferred/proprietary vendor, is $10,150 and is included in this proposal.
- Include 8-12 additional data outlets with EMT stubbed above the ceiling with pull string, OR point-to-point conduit if required by UMC
- The cost for the Data/Low voltage cabling work (install, connect, test/certify) is $5,212 and is included in this proposal.

Division 28 – Electronic Safety and Security

- It is assumed all existing areas affected by the new construction work shall be protected by relocation of the existing fire detection and alarm system consisting of smoke detectors, heat detectors, strobes, horns, pull stations and control panel with tie-in to the fire protection system alarms and the existing fire alarm system as required
- All affected fire detection and alarm system work shall be tested for proper operation as required, witnessed by the appropriate authorities and owner's representative(s). 3 copies of all test reports shall be provided.
- New security system or related work is excluded
  The cost for design and re-location/install work to the Honeywell Fire Detection/Alarm system using UMC's preferred/proprietary vendor is $85,000 and is included in this proposal.
- NOTE: Access Controls (keypads, card readers and associated cabling work) are anticipated to be needed, but will be determined during design. The cost for access control devices at critical entry points using UMC's proprietary supplier (devices, cabling, hookups, testing, etc..) is $15,000 and is included in this proposal.

Division 31 – Earthwork – N/A

Division 32 – Exterior Improvements – N/A

Division 33 – Utilities – N/A

EXCLUSIONS

- This scope of work does not include the removal of any materials, including but not limited to asbestos, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.
- Additional HVAC system components or capacity other than what is included in the description of work above.
- Repair or replacement of existing HVAC system components other than what is included in the description of work above.
- Physicist provided radiation shielding design or post renovation testing.
- Floor or ceiling mounted radiation shielding.
- Work in a bio-hazardous, radioactive, toxic or other high risk environment.
- Work involving emergency power other than what is included in the description of work above.
- New utility power services, other than what is included in the description of work above.
- Networking to other modalities, other than what is included in the description of work above.
- Work outside of normal working hours other than what is included in the description of work above.
- Removal/relocation of existing equipment is not included other than what is included in the description of work above.
- The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.
- Vibration testing of the site of the site is not included, nor is any vibration remediation work.
- Sterile final cleaning/terminal cleaning is not included.

Cost Breakdown

Total Cost for this project is $ Nine Hundred NinetyNine Thousand, Nine Hundred and SeventyOne Dollars ($999,971.00).

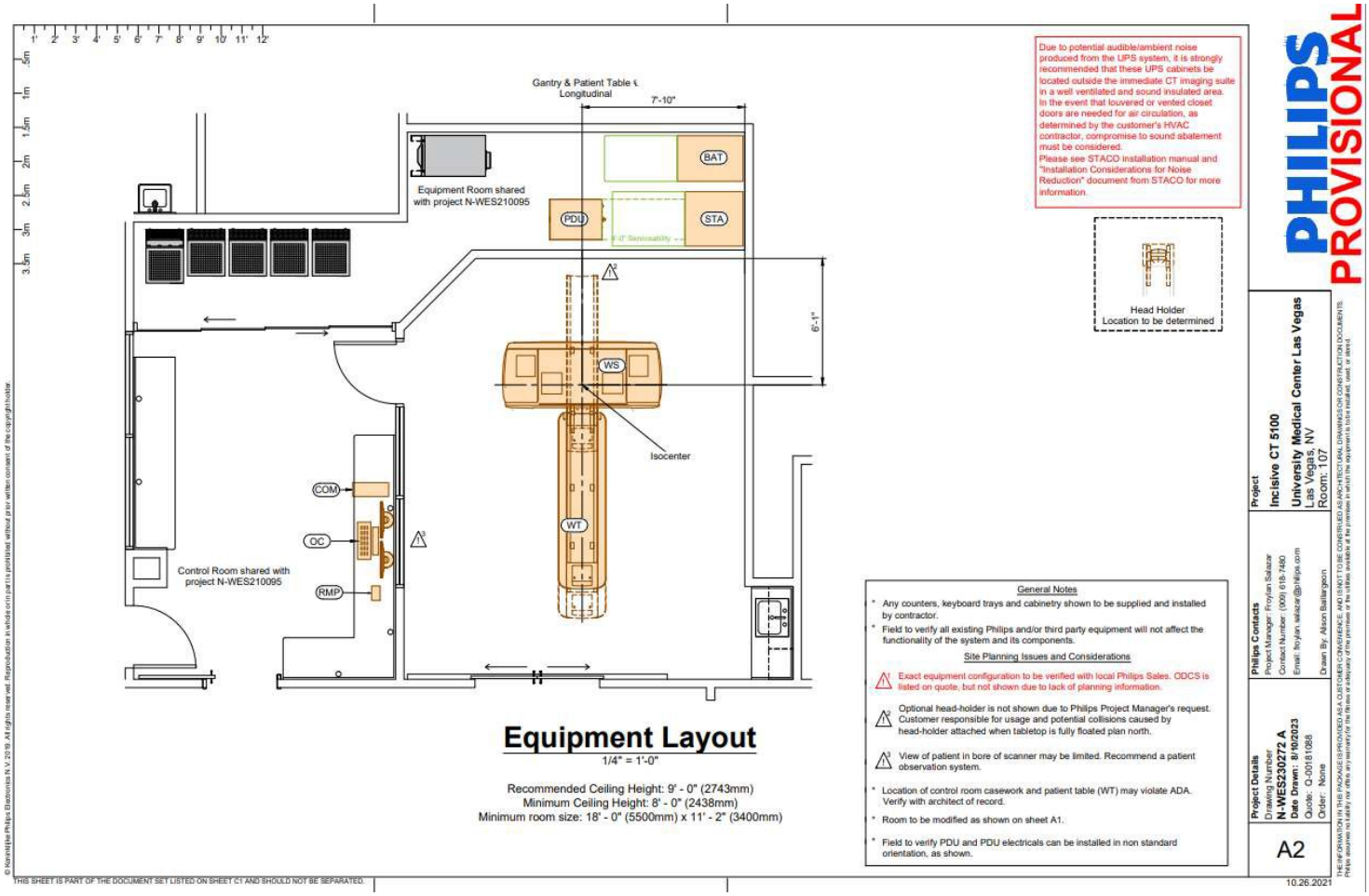
The divisional breakdown in this Schedule of Values is a generalized statement of the Cost for the understood Scope of Work.

Division 01	General Requirements	$234,581
Division 01a	Architectural & engineering work	$58,435
Division 02	Existing Conditions/Site Work	$21,930
Division 03	Concrete	$17,470
Division 04	Masonry	$0
Division 05	Metals	$16,567
Division 06	Woods, Plastics, Composites	$19,995
Division 07	Thermal & Moisture Protection	$3,012
Division 08	Openings	$16,627
Division 09	Finishes	$80,995
Division 10	Specialties	$12,910
Division 11	Equipment	$0
Division 12	Furnishings	$0
Division 13	Special Construction	$103,012
Division 14	Conveying Systems	$0
Division 21	Fire Suppression	$14,940
Division 22	Plumbing	$75,315
Division 23	HVAC	$48,820
Division 26	Electrical	$160,000
Division 27	Communications	$15,362
Division 28	Electronic Safety and Security	$100,000
Division 31	Earthwork	$0
Division 32	Exterior Improvements	$0
Division 33	Utilities	$0
	TOTAL PROJECT COST	$999,971.00

NOTE: THE QUOTED PRICE IS GOOD FOR 45 DAYS FROM THE PROPOSAL DATE

Anticipated Project Schedule/Duration

Estimated Date of Completion: T.B.D.



IN WITNESS WHEREOF, the parties have duly executed this Turnkey Construction Proposal.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	PHILIPS HEALTHCARE
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Terms & Conditions

PHILIPS HEALTHCARE – CONTRACTING TERMS AND CONDITIONS

Customer has accepted this Philips Turnkey Construction Proposal in order to complete installation of Philips medical equipment it is purchasing ("Equipment") which requires physical modifications to Customer's facility, as stated in the above-described Project Description. Philips will act as general contractor for the Project.

Entire Agreement. The Philips Construction Services Quotation, Philips drawings and specifications, Statement of Work, including any architectural or engineering drawings and specifications, Exhibit A, and this Turnkey Construction Proposal, including these terms and conditions (the "Project Documents") constitute the entire agreement between the parties with respect to the goods and construction services described therein and supersede all prior or contemporaneous oral or written agreements (the "Agreement"). This Agreement may only be changed by written agreement signed by both parties. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard shall serve as references in interpreting the terms and conditions hereof. Any additional or different terms or conditions stated in any acknowledgement, purchase order, or other document issued by Customer in connection with this Agreement will have no effect and will not under any circumstances be binding on Philips unless specifically accepted in writing by an authorized representative of Philips.

Statement of Work. Philips shall provide the construction services described in the Construction Services Quotation and Statement of Work (the " Work"), including all architectural and engineering services (if applicable), labor, equipment, tools, materials, permits and insurance required for the execution and completion of the Work.

Project Plan. Philips understands that it will provide the Work also in accordance with an overall project plan to be developed between Philips, Customer and Philips' contractor ("Project Plan"). Customer agrees to meet with Philips and its representatives to mutually develop and agree to the Project Plan, prior to commencement of the Work.

Philips' Property. Philips' designs, drawings, tracings, reproductions and specifications shall remain Philips' property. While the Customer may retain a copy for record purposes, such property shall not be used by the Customer or others for other projects, for additions to this Project, or for completion of this Project by others.

Commencement of Work. Philips shall begin the Work upon receipt of this Agreement, signed by Customer, receipt of the down payment and any progress payments due from Customer, Philips management approval of credit and finance matters and any terms included in the Construction Agreement by Philips representatives, and receipt of any necessary permits, information or documents.

Substantial Completion. Philips will use its reasonable best efforts to achieve "Substantial Completion" of the Work by the estimated completion date as agreed by Philips and as identified above in this Agreement. Substantial Completion is defined as the date when the Work or a designated portion thereof is sufficiently complete, in accordance with the Construction Documents, for Customer to occupy the Work, or designated portion thereof, for the use for which it is constructed. Philips, and/or its subcontractors, shall have the right to post one or more signs of an appropriate size and decor identifying its presence at the job site, and any other signs or notices required by law.

Delays. If the Work is delayed by causes or conditions beyond Philips' reasonable control or the control of its agents, suppliers or subcontractors, or due to acts or omissions of Customer, the schedule for completion of its Work and any other terms affected will be adjusted accordingly by Philips. In the event that such causes or conditions make the performance of Philips' Work impossible or impracticable, Philips may terminate this contract without further liability.

Customer shall make available to Philips in a timely fashion any information, data or documents in its possession or to which it has reasonable access, including soil reports, which Philips may require to perform its Work. Philips shall be responsible for obtaining only such information, data or documents, which are specifically described in the Construction Documents.

Customer Representative. Customer shall designate and make available to Philips on a regular basis a representative who is fully familiar with the Work and who is authorized to act on Customer's behalf in connection with the Work, to approve changes to, and to inspect the Work.

Site Access. Customer shall provide Philips with direct access to the Work site, and prevent interference with Philips'

operations by its employees, visitors, trade unions, patients, customers or clients, other contractors and others. Customer shall make available for the use and benefit of Philips, its subcontractors and vendors, any exemptions and certificates of exemption from sales, use or similar taxes, held by Customer, to the extent permitted by law.

Nothing herein shall create any contractual relationship between Customer and Philips' subcontractors. Any communications from Customer to subcontractors shall be addressed to Philips.

The services and information required by this Section shall be furnished with reasonable promptness at Customer's expense and Philips shall be entitled to rely upon the accuracy and completeness thereof.

Price. Customer shall pay Philips the Price as stated in the Construction Services Quotation which, except as otherwise stated, includes all applicable insurance, permits, freight, taxes, and miscellaneous expenses necessary to perform the Work. Any utility assessments or connection charges, taxes or fees, licenses or permits relating to the operation of the facility are to be paid by Customer in addition to the Price. The Price may be adjusted for changes or additional work agreed to by the parties in writing. The Price is based upon services performed during the normal working hours at the construction location. Should Customer direct or approve any work outside such hours, additional costs incurred shall be at Customer's expense, except for overtime required as a direct result of an error by Philips.

Payment Terms. Customer shall pay the Price upon receipt of invoice in accordance with the payment terms stated in the Construction Services Quotation. Customer shall pay interest on any delinquent unpaid balance computed from the date due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product. or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under this agreement with Customer. In any action initiated to enforce the terms of this Agreement following a Customer default, Philips shall be entitled to recover as part of its damages all reasonable costs and expenses in connection with such action.

Changes. Should Philips or Customer propose a change in the nature or scope of the Work, Philips shall submit to Customer a written description of the Work involved in the proposed change and the cost thereof. Should Customer direct Philips to proceed with the change, Philips shall prepare a written change order describing the change and the adjustment in the Price required thereby ("Change Order"). No change shall be effective unless and until it is embodied in a writing signed by the parties. In any emergency affecting the safety of persons or property, Philips may act, at its discretion, to prevent threatened damages, injury, or loss. Any increase in the Price or extension of time claimed due to emergency work shall be determined as provided in this Agreement. Customer shall promptly advise Philips in writing of any defects in material or workmanship, which are discoverable with reasonable diligence in the course of the Work.

Inspection. Philips shall notify Customer when its Work is Substantially Complete, whereupon the parties shall promptly inspect the Work together, and identify any defects, deficiencies or Work remaining. These items shall be listed in a Certificate of Substantial Completion signed by Customer and Philips, which shall identify the Date of Substantial Completion and a schedule for correcting or completing such identified items. Warranties hereunder shall take effect on the Date of Substantial Completion. Upon the correction or completion of such identified items, the Work shall be promptly re-inspected. When the Work is completed, Philips shall invoice for, and Customer shall make, the final payment.

Hazardous Materials. Customer represents and warrants to Philips that no asbestos or other hazardous materials (as defined in the Occupational Health and Safety Act of 1970 and regulations promulgated thereunder) are located within or adjacent to Philips' Work site, except as may have been disclosed to Philips in writing prior to the execution of this Agreement. In the event that such hazardous materials are found on or adjacent to the job site during the course of Philips' Work, Philips shall immediately stop all Work and notify Customer orally, with confirmation in writing. Removal of all such hazardous materials shall be the sole responsibility of Customer. Philips shall, at its option, treat the presence of such hazardous materials as grounds for either a termination of this Agreement, or as a suspension of the Work until such time as Customer certifies in writing to Philips and Philips confirms that all such hazardous materials have been removed. In the latter event, any appropriate adjustments to the schedule, Statement of Work, Price or other terms of this Agreement shall be made by Change Order. Philips shall notify Customer in writing of its election to terminate or suspend the Work within ten (10) working days after its initial notice of the work stoppage.

Warranty. Philips warrants that the Work performed will be free from defects in material and workmanship and will substantially meet the construction specifications set forth in the Statement of Work as of the date of Acceptance. Philips further warrants that its Work will accommodate and be compatible with the installation and operation of the Equipment purchased by Customer. Philips

shall repair or replace any defects in materials or workmanship which occur within one (1) year from the date of Acceptance, and any damage to other work caused by such defects, or resulting from Philips' repair of such defects or damage, at its own expense. Repaired or replaced Work shall carry the same warranties as original Work.

Third Party Warranties. Manufacturers' warranties on equipment and materials purchased and installed by Philips within its Statement of Work will be assigned by Philips to the Customer for its benefit upon receipt of final payment.

Warranty Exclusions. Warranty coverage does not include any defect which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, power fluctuation or failure, vandalism or any other damage caused by persons other than Philips employees, natural causes, failure or lack of humidity or temperature control,

Insurance. Philips and each of its subcontractors that provides or performs any of the Services will maintain the following insurance coverage during the Work, which shall constitute the limit of its liability: (a) Worker's Compensation coverage providing Statutory limits and Employer's Liability coverage in the amount of $100,000; (b) Commercial General Liability coverage in the amount of $1,000,000 combined single limit, 5,000,000 combined aggregate. Including the following coverage: (i) Products and Completed Operations (as applicable to the Services), (ii) Broad form Property Damage Liability, (iii) Contractual Liability Coverage; (c) Automobile Liability coverage in the amount of $1,000,000 combined single limit covering all owned, leased, or rented vehicles; and (d) Umbrella/Excess Liability coverage in the amount of $5,000,000.

Customer is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Customer are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Customer is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Customer will provide Philips with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage, and Customer will provide a new copy of such Certificate of Coverage if there are any material changes.

Each party shall be responsible for any deductibles on policies obtained by it or on its behalf hereunder. If for any reason, such policy insurer cancels or fails to renew such policy, or reduces the amount of coverage under such policy, Philips shall immediately purchase a replacement policy containing the same terms as such policy effective from the effective date of cancellation or reduction in coverage.

Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

LIMITATION OF LIABILITY. The liability, if any, of Philips for damages, whether arising from breach of the terms in this Agreement, or otherwise with respect to the Work hereunder and the performance of this Agreement by either party, is limited to an amount not to exceed the total value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

DISCLAIMER. PHILIPS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR GOODWILL ARISING FROM ANY FAILURE OR MATTER ARISING UNDER THIS AGREEMENT.

Additionally, Philips shall have no liability for any claims or damages arising from or related to:

(1) pre-existing site conditions, construction or design;

(2) information, data or documents provided by Customer for use by Philips in connection herewith;

(3) work of third parties not under contract to Philips; and

(4) environmental pollution or exposure to hazardous materials except as directly and solely caused by Philips' Work hereunder.

Compliance with Laws. In performing the Work hereunder, Philips shall use commercially reasonable efforts to comply, and to require its subcontractors to comply, with all laws, ordinances, regulations and codes applicable to the Work, including applicable building codes and manufacturers' installation instructions.

Public Records. Philips 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 the Agreement which Philips has claimed to be confidential and proprietary, CUSTOMER will immediately notify Philips of such demand and Philips, after its review thereof, shall promptly notify CUSTOMER of its intention to seek injunctive relief in a Nevada court for protective order.

Termination. Customer may terminate this Agreement for a material breach thereof by Philips, if Customer provides advance written notice of such breach to Philips and Philips is unable to cure such breach within thirty (30) days of its receipt of such notice. Customer may also terminate this Agreement for its convenience upon sixty (60) days prior written notice to Philips. In the event this Agreement is terminated for any reason, Customer shall pay Philips for all Work performed to the termination date, costs of canceling services, materials or equipment ordered, costs of materials not cancelable and other reasonable termination costs, along with reasonable overhead and profit on the Work not executed. Customer may, at its option and upon timely written notice of at least seven (7) days to Philips, and the subcontractors or vendors involved, assume all responsibility for any services, materials or equipment ordered, and such assumption shall constitute Customer's waiver of any and all claims against Philips.

Philips may cancel this Agreement and/or any related contract with Customer immediately and without notice in the event Customer terminates or breaches any contract with Philips or is placed into receivership, files a petition of bankruptcy, or enters into an arrangement or assignment in favor of its creditors.

Budget Act and Fiscal Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Customer's governing body for the then current fiscal year under the Local Government Budget Act. The 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 following fiscal year sufficient for the payment of all amounts which could become due during that following fiscal year under the Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, then Customer will promptly notify Philips of its invocation and the Agreement will expire on the first day of the fiscal year not appropriated. Termination under this Section shall not relieve Customer of its obligations incurred through the first day of the fiscal year for which monies were not appropriated.

Order of Precedence. The terms and conditions contained in any of the Attachments shall be effective in accordance with such terms and conditions and to the extent they do not conflict with the terms and conditions contained in the main body of this Agreement.

Notices. Notices or other communications shall be in writing, and shall be deemed served or given if delivered personally to the representative of the party who signed the Agreement, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth below:

If to Customer:

University Medical Center of Southern Nevada
Attn: Legal Department
1800 W. Charleston Blvd. Las Vegas, NV 89102
Tel. No. (702)383-2596

If to Philips:

Turnkey Department
Philips Healthcare
1219 Chickadee Circle
Hermitage, TN. 37076
425.248.0847
dave.weber@philips.com (email)

Miscellaneous.

Governing Law. The terms of this Agreement shall be interpreted under the laws of the United States, and the state in which the Work is performed without regard to principles of choice of law.

Binding Agreement. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Assignment. Customer will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Philips.

Severability. The invalidity or unenforceability of any provision hereof will not effect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

Waiver. The failure of either party to require the performance of any obligation will not affect its right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default.

Force Majeure. Philips shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of Customer (or any of Customer's employees, agents, or representatives), acts of civil or military authorities, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, lack of storage or cryogens, water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Philips' control, and the time for performance of Philips' obligations hereunder shall be extended for the commercially reasonable period of time in the event of any delay or default for such causes.

Offset. Customer will not exercise any right of offset in connection with the related Equipment Quotation, or any other contract or account with Philips.

Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and together, one and the same agreement, which shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties.

EXHIBIT A

Special Provisions for Philips Turnkey Contracting Proposal Project Budget & Scope of Work
Incisive 5100 CT System Project

GENERAL

For the sake of clarity, these Special Provisions apply only to the referenced Philips Turnkey Proposal

A. PWP ID Number: PWP CL-2024-077

B. Philips will contract with JMB Construction ("Subcontractor") for the work outlined in the Agreement and Scope of Work.

C. It is understood that in the performance of the services herein provided for, Philips shall be, and is, an independent contractor, and is not an agent, representative or employee of Customer and shall furnish such services in its own manner and method except as required by the Agreement. Further, Philips has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed or contracted by Philips in the performance of the services hereunder. Upon prompt written notice, Philips shall be solely responsible for all matters relating to the payment of Philips' employees and/or contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

D. Philips shall be responsible for maintaining safe working conditions during the performance of the Project and for conducting its obligations under the Agreement and at all times in such a manner as to avoid unreasonable risk of endangerment to health, bodily harm to persons, and damage to property. Philips shall inspect all equipment, materials and work with a goal to discover any conditions which might involve such risks. Philips shall furnish all safety equipment, supplies and instructions reasonably required for the work and require the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. Philips shall notify Customer in writing of the name of their assigned employee responsible for safety and health including a telephone number for such employee prior to commencement of work. Philips shall comply with all applicable requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

E. Philips and its Subcontractor acknowledges that Customer has an obligation to ensure that public funds are not used to subsidize private discrimination. Philips recognizes that if it or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; Customer may, during the performance of the Project, declare the contractor in breach and, if Philips fails to timely cure following such notice, terminate the Agreement.

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

G. Philips shall be responsible for the professional quality, technical accuracy, and coordination of all services furnished by Philips, its principals, officers, employees, agents, Subcontractors and suppliers required to complete the Project. In performing the specified services, Philips shall follow practices substantially consistent with applicable generally accepted professional and technical standards.

H. It shall be the duty of Philips to ensure that all services performed by Philips, its Subcontractors, agents, and employees as part of the Project are in substantial conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Philips shall, without additional compensation, correct or revise any errors or omissions in the services performed as part of the Project which are not in accordance with the Turnkey Proposal and terms and conditions provided in this Agreement. Permitted or required approval by Customer of any products or services furnished by Philips shall not in any way relieve Philips of responsibility for the professional quality and technical accuracy and adequacy of its work.
Customer's review, approval, acceptance, or payment for any of Philips' services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Philips

shall be and remain liable in accordance with the terms of this Agreement and applicable law for all tangible property damages and personal injuries to Customer caused by Philips' negligent performance or failures to perform under this Agreement.

I. To the extent made known to Philips in advance and such do not conflict with Philips' pre-existing policies or processes, Philips is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.

J. Off-Site parking will be provided for Philips and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). Philips and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and
unloading.

K. Infection Control Requirements - at Philips' and/or Subcontractor's sole cost and expense, all contractor and subcontractor personnel working on-site on this project are required to adhere to Customer's Infection Control requirements as outlined below:

i. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable which shall be submitted through Sec3ure or other Vendor Credentialing Organization of UMC's choice.

ii.. Current seasons' Influenza vaccine is required for all BIDDER/subcontractor personnel. However, OWNER's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow OWNER's EH6.5 Influenza Policy, available upon request. (Influenza season is generally November through March).

L. Licenses

a. Philips and its Subcontractor/Independent Contractors must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624.

i. Philips, and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.
ii. Philips and their sub-contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

b. Journeyman and Master Electrician and Plumbing Examination Program. To the extent required by law:

i. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.
ii. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Nevada Board of Plumbing Examiners (NBOPE) at www.NBOPE.org or by calling 1-877-457-6482.
iii. Philips shall validate that its employee(s) or its Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. Philips agrees to provide within twenty-four (24) hours of a request by Customer, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to Customer.

PREVAILING WAGES

A. Philips, and its subcontractors shall be bound by and comply with all applicable federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. Philips shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals $100,000 or more. Philips is responsible to identify and

use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: http://www.laborcommissioner.com, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. Please note that if a change order causes a contract to exceed $100,000, Customer will audit the entire contract period.

B. To the extent required by the applicable provisions of NRS 338.013.3, Philips shall report to the Labor Commissioner and Customer the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

C. To the extent required by the applicable provisions NRS 338.060 and 338.070, Philips shall forfeit as a penalty to the Customer amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the Customer's project is paid less than the designated rate for any work done under the contract by the Contractor or any Subcontractor under it. If Philips or any Subcontractor on the project fails to submit the certified payroll reports to the Customer within 15 calendar days after the end of the month, Philips shall forfeit as a penalty to the Customer, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of Philips' business to determine the amount per worker per day to be imposed. Any Philips subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, Philips shall reimburse Customer for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.

D. To the extent required by the applicable provisions of NRS 338.070 (5) (a) (b) and NRS 338.070 (6), Philips and each of its subcontractors, shall keep or cause to be kept:

a. An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;
(2) The occupation of the worker;
(3) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
(4) The actual per diem, wages and benefits paid to the worker; and

b. An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;
(2) The driver's license number or identification card number of the worker; and
(3) The state or other jurisdiction that issued the license or card.

c. The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by Customer. Philips and all its subcontractors shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by the Customer no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph (b) of this section is confidential and not open to public inspection. Philips, or any subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by Philips, and each Subcontractor shall be submitted to the Customer at the following address:

University Medical Center of Southern Nevada
Attn: Plant Operations
1800 West Charleston Blvd.
Las Vegas, Nevada 89102

Two years after the project's final payment is made by the Customer; the records in Customer's possession may be destroyed.

E. Philips and the Subcontractor shall comply with the requirements of NRS 338.020 and post, in a generally visible place to the workers, the Nevada prevailing Wage Rates and all addenda.

F. Certified Payroll Reports: Pursuant to NRS 338.070, on any public work contract awarded for more than $100,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation, gender, ethnicity and the actual per diem wages and benefits paid to each workman employed by it in connection with the public work. Philips, and each Subcontractor are required to submit a copy of the record for each calendar month to the Customer no later than 15 calendar days after the end of the month for the purposes of public inspection. Philips shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. Philips shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from Philips by the public body because Philips failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to Philips within 10 calendar days after the end of the month or the date agreed upon by Philips and Subcontractor. Philips shall submit a copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project. Certified Payroll Reports will be available for public viewing.

BONDS

A. Philips shall furnish bonds covering the faithful performance of the Agreement, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through Philips' usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and
include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable.

B. Not later than ten (10) business days after Agreement execution, Philips shall furnish contract bonds to the Customer's Legal Department as follows:

a. Labor and Material Payment Bond in the amount of 100% of the Agreement price.
b. Performance Bond in the amount of 100% of the Agreement price.
c. Guaranty Bond in the amount of 100% of the Agreement price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.
d. This Agreement will become final after Customer's Governing Body has approved the Agreement and Philips has submitted its required bonds utilizing the Customer's Bond forms.

C. Form of Bonds

The bonds referred to herein shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Customer.
Philips shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.
The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That_____, as Principal Contractor, and_____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of_____dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Turnkey Contracting Proposal, Project Budget & Scope of Work, entitled ***Incisive 5100 CT System Project****.*

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this _____ day of __, 20_____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

By: _____
(Signature)

_____
(License Number and Issuing State)

Address: _____

_____

Telephone: _____

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

_____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That_____, as Contractor, and_____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of_____dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Turnkey Contracting Proposal, Project Budget & Scope of Work, entitled **Incisive 5100 CT System Project.**

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of __, 20_____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

By: _____
(Signature)

_____
(License Number and Issuing State)

Address: _____

Telephone: _____

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for _____

_____

(Name and Address of Prime Contractor)

We hereby guarantee that the Incisive 5100 CT System Project, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within fourteen (14) calendar days after being notified in writing by University Medical Center of Southern Nevada, we collectively or separately, do hereby authorize University Medical Center of Southern Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

By: _____
(Signature)

_____
(License Number and Issuing State)

Address: _____

Telephone: _____

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

October 12th, 2023

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

Re: Request for competitive bidding information regarding Medical Imaging Equipment - Computed Tomography (Ct).

Dear Mr. Price:

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

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

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

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

The above-described process was followed with respect to the Medical Imaging Equipment - Computed Tomography (Ct) category. HealthTrust issued RFPs and received proposals from identified suppliers in the category. Agreements were awarded to Philips, Fujifilm, Neurologica, GE, Siemens and Canon in December of 2020. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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:	Philips Healthcare a division of Philips North America LLC	
(Include d.b.a., if applicable)		
Street Address:	222 Jacobs Street, 3rd Floor	**Website: www.philips.com**
City, State and Zip Code:	Cambridge, MA 02140 Middlesex County	**POC Name: Chris Perkins** **Email: chris.perkins@philips.com**
Telephone No:	(213) 200-5017	**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)
Philips Holding USA Inc.	Member	100% membership interest

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

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

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

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

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

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

DocuSigned by:
Candice Downs
Signer Name: Candice Downs
Signing Reason: I approve this document
Signing Time: 12-Oct-2021 | 8:12:22 AM PDT
E5F1D9EED6384D9683DE421F1CD6D5BD

Signature

Candice Downs
Print Name

Senior Contract Manager
Title

12-Oct-2021
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Award of Bid No. 2023-13, UMC 2040 2nd Floor Remodel, to Monument Construction**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the Bid No. 2023-13, UMC 2040 2nd Floor Remodel, to Monument Construction, the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: Clark County Capital Equipment Transfer
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Award of Bid 2023-13 UMC 2040 2nd Floor Remodel
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385
Term: 240 days from Notice to Proceed
Amount: NTE $3,107,018.00
Out Clause: Immediate w/o cause, Budget Act and Fiscal Fund Out

BACKGROUND:

On September 13, 2023, Bid No. 2022-11 was published in the Las Vegas Review-Journal. This project entails the construction remodel of the 2nd floor of UMC's 2040 building. The project is intended to remove and dispose with the intent to prepare/clear space to a shell configuration. On Thursday, October 12, 2023, UMC received responses from:

Bids Received	Total Base Bid Amount
Monument Construction	$ 3,107,018.00
JMB Construction	$ 3,413,235.00
KOR Building Group, LLC	$ 3,913,707.00

All of the above bids were received and opened on October 12, 2023. The apparent low bid of $3,107,018.00 was received from Monument Construction, who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to Monument Construction is in accordance with NRS 338.1385(5), a public body or its authorized representative shall award a contract to the lowest responsive and responsible bidder.

Cleared for Agenda
October 18, 2023

Agenda Item #
16

The term of the agreement is 240 days from the date of the Notice to Proceed. UMC may terminate the agreement at any time for its convenience, upon written notice to Monument Construction.

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

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

Monument Construction currently holds a valid Clark County Business License.

October 25, 2023

Monument Construction
Attn: Parth Gandhi
7787 Eastgate Road, #110
Henderson, NV 89011

RE: NOTICE OF AWARD
UMC BID NUMBER 2023-13, UMC 2040 2nd FLOOR REMODEL (PWP NO. CL-2023-491)

Dear Mr. Neilsen:

Thank you for submitting all of the required documentation for the subject Bid. All documentation appears to be in order, and this project is hereby awarded to Monument Construction in the amount of $3,107,018.00. This award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractors. No substitution of listed subcontractor(s) is permitted unless submitted to University Medical Center of Southern Nevada ("UMC") in writing in accordance with the contract documents. A copy of the contract document is enclosed for your records.

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

Thank you for your continued interest in doing business with University Medical Center of Southern Nevada.

Sincerely,

Mason Van Houweling
Chief Executive Officer

Enclosures: Contract Documents (Bid Document, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance)

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

BID ATTACHMENT 8
SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT DIVISION VIA HAND DELIVERY OR BY EMAIL TO john.goodnow@umcsn.com BY 5:00 P.M. OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE TOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

ITEM	DESCRIPTION	DOLLAR AMOUNTS
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	$ 1,084,425.59
02	PERMITS AND FEES (if required)	$ 12,000.00
03	ASBESTOS REMOVAL / 3RD PARTY TESTING	$ 188,862.00
04	METALS	$ 38,678.00
05	WOODS AND PLASTICS	$ 131,932.00
06	THERMAL AND MOISTURE PROTECTION / MONOKOTE	$ 15,975.00
07	SPECIALTIES	$ 19,113.00
08	EQUIPMENT	$ 52,253.00
09	PLUMBING	$ 184,000.00
10	HVAC	$ 260,000.00
11	CONTROLS	$ 269,244.46
12	ELECTRICAL	$ 315,610.00
13	COMMUNICATIONS	$16,915.41
14	ELECTRONIC SAFETY AND SECURITY	$236,650.54
15	FIRE SUPPRESSION	$
16	EARTHWORK	$
17	EXTERIOR IMPROVMENTS	$
18	CONTRUCTION CONTINGENCY	$
19	POWER FOR HONEYWELL CONTROLS	$ 10,000.00
20	THRID PARTY INSPECTIONS	$ 271,359.00
	TOTAL BID AMOUNT	$ **3,107,018.00**
	ADD ALTERNATIVES	
01	NONE	$
02	NONE	$
03	NONE	$
04	NONE	$
	ADD ALTERNATES AMOUNT	$ **0.00**

	GRAND TOTAL BID AMOUNT	$ **3,107,018.00**

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the BIDDER in accordance with the Contract Documents.

Monument Construction	NV B 0075502 UNLIMITED NV A 008649 UNLIMITED
Legal Name of Firm as it would appear on Contract	Nevada State Contractor's License Number
7787 Eastgate Road, #110, Henderson, NV 89011	
Address including City, State and Zip Code	Authorized Signature

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: 14

Corporate/Business Entity Name:	Monument Construction		
(Include d.b.a., if applicable)	Monument		
Street Address:	7787 Eastgate Road, Unit 110	**Website:**	www.buildmonuments.com
City, State and Zip Code:	Henderson,Nevada 89011	**POC Name:** **Email:**	Parth Gandhi parth@buildmonuments.com
Telephone No:	702.530.2303	**Fax No:**	702.947.2602
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)
Jon Wayne Nielsen	President	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.

Parth Gandhi Digitally signed by Parth Gandhi DN: C=US, E=parth@buildmonuments.com, O=Monument Construction, CN=Parth Gandhi

Signature

Parth Gandhi

Print Name

Project Manager

Title

03.10.2022

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Notice of Award from Department of Health and Human Services Assistant Secretary for Preparedness & Response**	**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 Notice of Award with the Department of Health and Human Services, Assistant Secretary for Preparedness & Response for Award Number 5 HITEP220075-02-00; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: n/a
Fund Center: 3000999910
Funded Pgm/Grant: The Mission Zero Grant
Description: The Mission Zero Grant
Bid/RFP/CBE: N/A
Term: 09/30/2022 – 09/29/2025
Amount: Grant award $295,000.00
Out Clause: Anytime w/ cause

BACKGROUND:

This request is to approve the Notice of Award issued to UMC from the Department of Health and Human Services Assistant Secretary for Preparedness & Response. UMC is one of 25 centers in the United States awarded funds from the Mission Zero Act via the Department of Health and Human Services. This funding was made available by Congress to support the integration of military teams into daily patient care operations in civilian trauma centers. Mission Zero refers to the National Academy of Sciences, Engineering and Medicine's (NASEM) goal of achieving zero preventable deaths. In its 2016 report, NASEM outlined 11 recommendations aimed toward this goal, one being the establishment of military-civilian partnerships. UMC is the largest military civilian partnership in the country with over 400 rotating military medical professionals participating yearly. The Office of Military Medicine is the hub of military-civilian operations and research, coordinating both embedded and visiting military members, and interacting with the various entities involved.

Owing to this robust integration, the footprint of military medicine in Las Vegas extends beyond the Las Vegas Medical District: from the Mike O'Callaghan Military Medical Center, to UMC, the VA and into the air transport and ground pre-hospital spaces. Expanding beyond trauma care into a wide variety of specialties, medics are able to sustain expeditionary skills in areas such as critical care, field medicine, obstetrics, internal medicine and many others while caring for their community. This grant will produce highly qualified clinicians as well as valuable insight to guide policy for the future of military training and wartime readiness. The grant amount is $215,000 for the budget period September 30, 2023 – September 29, 2024. UMC has

Cleared for Agenda
October 18, 2023

Agenda Item #
17

previously received $80,000 under this grant for a total award to UMC of $295,000. UMC expects to receive an additional grant amount for the 2024-2025 grant year.

UMC's Academic and External Affairs Administrator has reviewed and recommends approval and acceptance of the grant award. This award has been approved as to form by UMC's Office of General Counsel.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Assistant Secretary for Preparedness & Response

Notice of Award

Award# 5 HITEP220075-02-00
FAIN# HITEP220075
Federal Award Date: 09/25/2023

Recipient Information

1. Recipient Name
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W Charleston Blvd
Las Vegas, NV 89102-2329
---DUP

2. Congressional District of Recipient
01

3. Payment System Identifier (ID)
1886000436A2

4. Employer Identification Number (EIN)
886000436

5. Data Universal Numbering System (DUNS)
066677535

6. Recipient's Unique Entity Identifier (UEI)
MCZJML3DMXN5

7. Project Director or Principal Investigator
Ms. Allison Andersen
Acute Care Nurse Practitioner
allison.andersen@umcsn.com
7025876736

8. Authorized Official
Ms. Allison Andersen
Acute Care Nurse Practitioner
allison.andersen@umcsn.com
7025876736

Federal Agency Information
ASPR Acquisition Management Contracts and Grants

9. Awarding Agency Contact Information
Albertha Broadnax
Grants Management Specialist
Albertha.Broadnax@hhs.gov
202-579-8468

10.Program Official Contact Information
Leslie Beck
Emergency Operations Specialist
leslie.beck@hhs.gov
301-525-7807

Federal Award Information

11. Award Number
5 HITEP220075-02-00

12. Unique Federal Award Identification Number (FAIN)
HITEP220075

13. Statutory Authority
Pub. L. 109-148 119 Stat. 2680, 2786 (2005)

14. Federal Award Project Title
The Las Vegas Military-Civilian Partnership synergistically benefits military readiness, community health, medical professionals, and integrated systems of care.

15. Assistance Listing Number
93.078

16. Assistance Listing Program Title
Strengthening Emergency Care Delivery in the United States Healthcare System through Health Information and Promotion

17. Award Action Type
Non-Competing Continuation

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 09/30/2023 **- End Date** 09/29/2024	
20.	**Total Amount of Federal Funds Obligated by this Action**	$215,000.00
	20a. Direct Cost Amount	$215,000.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$215,000.00
26.	**Period of Perfomance Start Date** 09/30/2022 **- End Date** 09/29/2025	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$295,000.00

28. Authorized Treatment of Program Income
ADDITIONAL COSTS

29. Grants Management Officer – Signature
Virginia Simmons
Chief Grants Management Officer

30. Remarks

This Notice of Award is issued for obligation of Federal funds, in the amount of $215,000. Please review the terms and conditions of this award. This award also reflects a Grants Management Specialist change to Albertha Broadnax.

Recipient Information

Recipient Name
UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA
1800 W Charleston Blvd
Las Vegas, NV 89102-2329
---DUP

Congressional District of Recipient
01

Payment Account Number and Type
1886000436A2

Employer Identification Number (EIN) Data
886000436

Universal Numbering System (DUNS)
066677535

Recipient's Unique Entity Identifier (UEI)
MCZJML3DMXN5

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$0.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$0.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$215,000.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$215,000.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$215,000.00
m. Federal Share	$215,000.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
3-199TWQT	HITEP0075B	HIT	41.51	93.078	$215,000.00	75-23-0140

35. Terms And Conditions

SPECIAL CONDITIONS

1. Please submit a revised SF-424A and a Budget Narrative, showing the amount awarded, within 30 days of this Notice of Award.

Page 2 of 3

AWARD ATTACHMENTS

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 5 HITEP220075-02-00

1. ASPR Terms and Conditions

ASPR Administrative Terms and Conditions

This grant is issued under the authority of Section 1291 of the Public Health Service (PHS) Act (42 U.S.C. 300d-91), as amended by the section 204 of the Pandemic and All-Hazards Preparedness and Advancing Innovation Act of 2019**.**By receiving funds under this award, the recipient assures that it will carry out the project/program as authorized, adhere to requirements laid out in the funding opportunity announcement and will comply with the terms and conditions and other requirements of this award. The recipient must adhere to all applicable federal statutes, including appropriations act requirements and including Title II in Division H of the "Consolidated Appropriation Act, 2023".

Any applicable statutory or regulatory requirements, including 45 CFR Part 75 and 2 CFR Part 200, directly apply to this award apart from any coverage in the HHS Grants Policy Statement. References in the HHS Grants Policy Statement to 45 CFR part 74 or 45 CFR part 92 have been superseded by 45 CFR 75. The recipient must comply with 45 CFR 75, including the provision that no state or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation. Information regarding HHS Grants Policy can be found at: https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html. References in the HHS Grants Policy Statement to 45 CFR part 74 or 45 CFR part 92 have been superseded by 45 CFR 75.

Any formal amendments to this Notice of Award/Cooperative Agreement will require prior approval from both the assigned Grants Management Specialist and HHS Project Officer. Requests that require prior approval from the awarding office must be submitted in writing to the Grants Management Specialist via Grant Solutions. Only responses signed by the Grants Management Specialist or Grants Management Officer are to be considered valid. Grantees who take action on the basis of responses from other ASPR officials do so at their own risk. Such responses will not be considered binding by or upon ASPR. Please adhere to the following upon acceptance of this cooperative agreement:

1. Please be sure to read and review all terms and conditions of the award to include any Special Conditions that have a due date.
2. Make sure all information such as Authorizing Official, Principal Investigator, address, telephone numbers, etc…are correct.
3. Please make sure to register with the Payment Management System to ensure federal funds are received in a timely manner (read term and conditions for instructions).

Definitions:

Cooperative Agreement -The Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. 6305 defines the cooperative agreement as an alternative assistance instrument to be used in lieu of a grant whenever substantial Federal involvement with the recipient during performance is anticipated. The difference between grants and cooperative agreements is the degree of Federal programmatic involvement rather than the type of administrative requirements imposed. Therefore, statutes, regulations, policies, and the information contained in this policy statement that are applicable to grants also apply to cooperative agreements, unless the award itself provides otherwise. **Link to HHS Grants Policy Statement:** HHS Grants Policy Statement

Authorizing Official - the individual(s), named by the applicant/recipient organization, who is authorized to act for the applicant/recipient and to assume the obligations imposed by the federal laws, regulations, requirements, and conditions that apply to grant applications or awards.

Principle Investigator (PD/PI) - the individual (s) designated by the recipient to direct the project or program being supported by the grant. The PI/PD is responsible and accountable to officials of the recipient organization for the proper conduct of the project, program, or activity (Source: 45 CFR 75.2).

STANDARD TERMS AND CONDITIONS:

This cooperative agreement is subject to the terms and conditions as stated here in Section III (Terms and Conditions) of this NOA. Refer to the "order of precedence" that explains the laws and regulations that govern the award in the event of any inconsistencies:

1. Federal Statutes
2. Federal Regulations
3. Executive Orders
4. OMB Policies to include 2 CFR 200
5. Terms and Conditions attached to the ASPR Notice of Award (including any Special Programmatic and Administrative Terms and Conditions).

1. Revision of Budget and Program Plans (45 CFR 75.308):

Any revisions to the budget of ASPR Cooperative Agreements require prior approval from both the assigned Grants Management Specialist and HHS Project Officer. This request must be formal and signed by the Authorized Official of the award. Formal amendments to the Notice of Award are for approved requests that require significant re-budgeting (over 25% of the total budget). Requests less than 25% of the total budget that are approved will be approved via email or memorandum by the ASPR Grants Office. The recipient has the option to request a formal amendment to the Notice of Award is budget revision is less than 25% of total budget.

The following request prior approval for budget revisions:

a. A need for additional Federal Funding.
b. A change in a key person(s) identified in the proposal or the award document.
c. The approved Recipient Program Manager's absence from the project for more than three (3) months, or a 25 percent reduction in his or her time devoted to the project.
d. The inclusion of additional costs that require prior approval in accordance with the applicable cost principles for Federal Funds and your cost share match.
e. The inclusion of pre-award costs.
f. A sub-award to another entity under which it will perform a portion of the substantive project or program under the award if it was not included in the approved budget. This does not apply to your contracts for acquisition of supplies, equipment, or general support services you need to carry out the project or program.
g. The transfer of funds among direct cost categories, functions and activities for awards in which the Federal share of the project exceeds the simplified acquisition threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Grants Management Specialist. A transfer that would cause any Federal appropriation or part thereof to be used for purposes other than those consistent with the original intent of the appropriation is prohibited.

Please note: a change in the scope or objective of the project or program under the award, even if there is no associated budget revision also requires prior approval.

2.Supporting Information:

Information such as consultant agreements, vendor quotes, and service agreements may be required in order to support proposed costs. Our receipt of this information does not constitute approval or acceptance of any term or condition included therein. For the purpose of clarity, all subcontractors or other arrangements included in the Recipient's proposal and/or the final approved budget do not require additional approval to

commence performance. This additional information is required if the cost exceeds $750,000.00 and has not been provided otherwise. Should the US Government have any concerns, said concerns will be communicated within 10 days of receipt.

The government's due diligence review and continuous monitoring will include but not be limited to information on performance, ownership and organization, assets and operations, business/company management experience and strategy, processes and policies, business/company reputation and affiliations, litigation, regulatory, financial standings, upper management and key personnel's personal capitalization or ventures, business/company agreements, sales, transfers, partnerships, mergers, acquisitions, or takeovers etc. Based on these reviews, additional supporting information may be required from the Recipient.

3. Reporting Subawards and Executive Compensation:

Applicability
As required by the Federal Funding Accountability and Transparency Act of 2006, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170.Grant Recipients awarded a new federal grant greater than or equal to $30,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to $30,000. This information and reporting is located at http://www.fsrs.gov.

A. Reporting of first-tier subawards.
Unless you are exempt as provided in paragraph c. of this award term, you must report each action that obligates $30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions below).

1. Where and when to report.
You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2022, the obligation must be reported by no later than December 31, 2022.)

2. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify:

B. Total Compensation of Recipient Executives
1. Applicability and what to report: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received-

(a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

C. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

D. Definitions: For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ll.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a 4 subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax-qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

4. Subaward Equal Treatment:
The recipient must comply with 45 CFR 75, including the provision that no State or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

5. Mandatory Disclosures:
The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

6. English Language:
All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees who are working on the Federal award are not fluent in English, the non- Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

7. Legal and Financial Responsibility:
The recipient organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.

8. Executive Level II Salary Cap:
For FY 2023, the Consolidated Appropriations Act, 2023 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 1, 2023, the Executive Level II salary is $212,100 annually.

Funds made available by this award shall not be used by the grantee or subrecipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate more than current Executive Level II compensation requirements.

9. Facility Physical Security Requirements:

You shall implement at your facility current industry best practices for physical and cyber security. You shall allow ASPR input into the implementation of the physical and cyber security measures. To the extent that ASPR requires modifications, such modifications shall be treated as compensable change(s) and would be reimbursed to the extent not covered under the approved budget for this award.

10. Committee on Foreign Investment in the United States (CFIUS) Acknowledgement (if applicable):
Foreign Investment. In addition to the requirements above, prior to the close of any "covered transaction," as that term is defined by 50 U.S.C. 4565(a)(4), Recipient acknowledges its requirement to make a voluntary submission of information (e.g., any cooperative agreement, partnership, merger, acquisition, or takeover that is proposed or pending) related to the covered transaction to the Committee on Foreign Investment in the United States ("CFIUS"). The CFIUS package shall be submitted to the Grants Management Specialist for review and comment 10 business days in advance of Recipient's voluntary submission to CFIUS. For the purposes of determining whether a transaction is a "covered transaction," the parties acknowledge that the Recipient's facility is "critical infrastructure" that may be used to produce "critical technologies" in support of "national security," as those terms are defined in 50 U.S.C. 4565(a). Recipient agrees to follow any recommendations issued throughout the CFIUS process, including any determinations with respect to permissibility of the transaction.

11. Gun Control:
None of the funds made available through this award may be used, in whole or in part, to advocate or promote gun control.

12. Pornography:
None of the funds made available through this award may be used to maintain or establish a computer network unless
such network blocks the viewing, downloading, and exchanging of pornography.

13. Lobby Restrictions:
The grantee must comply with 45 CFR Part 93. None of the funds made available through this award shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, grant or cooperative agreement, the making of any Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with any covered action.

14.Sterile Needle Distribution;
No federal funds associated with this cooperative agreement shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: Provided, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis, infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

15. Accounting Records and Disclosure:
Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to

grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that ASPR, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

16. Procurement:

When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 75.329, Procurement Procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.

17. Trafficking In Persons:

Provisions applicable to a recipient that is a private entity.

A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect
- Procure a commercial sex act during the period of time that the award is in effect; or
- Use forced labor in the performance of the award or subawards under the award.

B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity is:

- Determined to have violated a prohibition in paragraph a.1 of this award term; or
- Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either associated with performance under this award; or imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and "Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

Provision applicable to a recipient other than a private entity:

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- Is determined to have violated an applicable prohibition in paragraph A. of this award term; or
- Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition through conduct that is either:
    - Associated with performance under this award; or Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and "Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376 c. Provisions applicable to any recipient. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this award term; our right to terminate unilaterally that is described above b of this section:
- Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.

  You must include the requirements of this section of this award term in any subaward you make to a private entity.

18. Reducing Text Messaging While Driving:

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, contractors, subcontractors, and recipients and subrecipients are encouraged "to

adopt and enforce policies that ban text messaging while driving company-owned or - rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order."

19. Publications:

All grantee publications, including research publications press releases other publications or documents about research that is funded by ASPR must include the following two statements:

1. Specific acknowledgment of ASPR grant support, such as:

"Research reported in this [publication/press release] was supported by [name of the program office(s), or other ASPR offices] the Department of Health and Human Services Administration for Strategic Preparedness and Response under award number [specific ASPR grant number(s)] "

2. Disclaimer that says:

"The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of Health and Human Services Administration for Strategic Preparedness and Response".

20. Federal Information Security Management Act (FISMA):

If applicable, all information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. This also applies to information associated with ASPR grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347.

21. Health and Safety Regulations and Guidelines

Grantees are responsible for meeting applicable Federal, State, and local health and safety standards and for establishing and implementing necessary measures to minimize their employees' risk of injury or illness in activities related to ASPR grants. In addition to applicable Federal, State, and local laws and regulations, the following regulations must be followed when developing and implementing health and safety operating procedures and practices for both personnel and facilities:

29 CFR 1910.1030, Blood borne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other applicable occupational health and safety standards issued by the Occupational Health and Safety Administration (OSHA) and included in 29 CFR 1910.
Nuclear Regulatory Commission "Standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 et seq.). Copies may be obtained from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001. The following guidelines are recommended for use in developing and implementing health and safety operating procedures and practices for both personnel and facilities:

Biosafety in Microbiological and Biomedical Laboratories, CDC and NIH, HHS. This publication is available at http://www.cdc.gov/OD/ohs/biosfty/bmbl5/BMBL_5th_Edition.pdf.

Prudent Practices for "Safety in Laboratories (1995), National Research Council, National Academy Press, 500 Fifth Street, NW, Lockbox 285, Washington, DC 20055 (ISBN 0-309-05229-7). This publication can be obtained by telephoning 800-624-8373. It also is available at http://www.nap.edu/catalog/4911.html.
Grantee organizations are not required to submit documented assurance of their compliance with or implementation of these regulations and guidelines. However, if requested by ASPR, grantees should be able to provide evidence that applicable Federal, State, and local health and safety standards have been considered and have been put into practice.

22. ASPR Annual Reporting Requirements

All reports listed below will be monitored by the ASPR Grant Specialist:

1)**Federal Financial Report (FFR)** – All ASPR Grant/Cooperative Agreement recipients are required to register with The Payment Management System at www.pms.psc.gov. PMS is the accounting system in which awardees will draw down federal funding and submit the required annual Federal Financial Reports (FFR). The FFRs are due within 90 days of the Budget Expiration Date listed on the Notice of Award. Any extension request for submission of the Federal Financial Report must be approved by the assigned Grants Management Specialist via Prior Approval.

2) **Annual Program Progress Reports: Please see BARDA Programmatic Conditions.** (All Annual Progress Reports must be uploaded to Grant Notes in Grant Solutions).

3) **Subaward and Executive Compensation Reporting**: Awardees must ensure that they have the necessary processes and systems in place to comply with the sub-award and executive total compensation reporting requirements established under OMB guidance at *2 CFR Part 170*, unless they qualify for an exception from the requirements, should they be selected for funding. CFDA number is to be included on all subawards, including contracts and consultant agreements, so ASPR staff may track compliance (see above for further details).

4) **Tangible Property Report**: Awardees will be required to submit an annual (after each 12-month period) Tangible Property Report (SF 428). Final SF 428 reports are due 90 days after the end of the project period. Supporting documents must be uploaded in Grant Notes in Grant Solutions.

5) **Real Property Status Report**: Annual reporting of real property is required on an annual basis. Supporting documents must be uploaded in Grant Solutions (see section 7 above for further details).

6) **Audit requirements** for federal award recipients can be found at in 2 CFR 200, Subpart F Audit Requirement located at www.ecfr.gov. Specifically, non-Federal entities that expend a total of $750,000 or more in Federal awards, during each Fiscal Year, are required to have an audit completed in accordance with OMB Circular A-133. The Circular defines Federal awards as Federal financial assistance (grants) and Federal cost-reimbursement (contracts) received both directly from a Federal awarding agency as well as indirectly from a pass-through entity and requires entities submit, to the Federal Audit Clearinghouse (FAC), a completed Data Collection Form (SF-SAC) along with the Audit Report, within the earlier of 30 days after receipt of the report or 9 months after the fiscal year end.

The Data Collection Forms and Audit Reports MUST be submitted to the FAC electronically at http://harvester.census.gov/fac/collect/ddeindex.html . For questions and information concerning the submission process, please visit http://harvester.census.gov/sac/ or call the FAC 1-800-253-0696.

7) **Indirect Cost Rates:** 2 CFR §200.414/45 CFR§75.414(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200/Appendix VII to part 75 —States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely.

As described in 2 CFR §200.403/45 CFR §75.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. 45 CFR 75.414(g) Any Non-Federal entity that has a current federally negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If

an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

8) **SAM.gov:** It is the responsibility of the recipient to ensure their UEI (Unique Entity Identity registration with SAM.gov has not expired and renewed annually to include new and updated information. In the event of an expired SAM.gov registration can delay a recipient additional federal funding.

9) **Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. FAPIIS reporting can be done at www.fapiis.gov.

Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five year period; and (If one of the following):
- A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; a civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
- An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or (4) Any other criminal, civil, or administrative proceeding if: It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

All reports and any supporting documentation must be submitted via Grant Notes in Grant Solutions with the exception of FFRs.

23. Financial and Program Management Standards:

You are required to comply with 45 CFR 75.300-75.309, 75.400-75.477, which prescribe standards for financial management systems; methods for making payments; and rules for cost sharing and matching, program income, revisions to budgets and program plans, audits, allowable costs, and fee and profit.

24. No-Cost Extension Requests:

All no cost extensions should be requested up to 90 days before the end of the Project Period. Request for a NCE must be a formal memorandum with letterhead and signed by the Authorized Official of the cooperative or his/her delegate. Requests for NCEs can be up to 12 months at a time. No exceptions will be made. If approved by ASPR, the project/budget period will be extended and the funding in PMS will reflect the new budget expiration date.

25. Close out of ASPR Cooperative Agreement:

After the Project Period expiration date of the ASPR Cooperative Agreement, it is the responsibility of the recipient to provide the following within 90 days:

- Complete a Final Federal Financial Report in the Payment Management System.
- Complete a Final A-133 Audit (if applicable) and submit to Federal Audit Clearing House http://facweb.census.gov
- Complete a Final Invention Statement (if applicable). This document will be provided by the assigned Grants Management Specialist (upload in Grant Notes via Grant Solutions.
- Complete an SF 428 -Tangible Personal Property Report (if applicable) (upload in Grant Notes via Grant Solutions).

The close out process must be completed within 180 days after the award expiration date. Any extension must be requested from the assigned Grants Management Specialist. If the requested documents are not received within the close out period and it is determined the close out cannot occur with the cooperation of the recipient, ASPR will conduct a unilateral close out and deobligate any remaining funding. A unilateral close-out letter will be sent to the recipient.

26. Record Retention Requirements (2 CFR 200.333)

Length of Retention Period: (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (a) through (d) of this section.

Link: https://www.gpo.gov/fdsys/granule/CFR-2015-title2-vol1/CFR-2015-title2-vol1-sec200-333

You must also comply with 45 CFR 75, which outlines the retention and access requirements for records. Unless excepted, you must retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of an award, or may reasonably be considered pertinent to an award, for a period of 3 years from the date of submission of the final Federal Financial Report (SF 425). Pursuant to 45 CFR 75.363 you are authorized to use electronic copies of original records instead of the original records, provided that the electronic copy is a faithful rendition of the original.

If the information described in this section is maintained on a computer, you must retain the computer data on a reliable medium for the time periods prescribed. You may transfer computer data in machine readable form from one reliable computer medium to another. Your computer data retention and transfer procedures must maintain the integrity, reliability, and security of the original computer data. You also must maintain an audit trail describing the data transfer. For the record retention time periods prescribed in this section, you must not destroy, discard, delete, or write over such computer data.

27. Termination:

Your award may be terminated in whole or in part by the Grants Management Specialist, pursuant to 45 CFR 75.372:

a. If you materially fail to comply with the terms and conditions of the award.
b. With your consent, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

c. By you upon sending to the Grants Management Specialist written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The Recipient must provide such notice at least 30 calendar days prior to the effective date of the termination. However, in the case of partial termination, if the Grants Management Specialist determines that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the Grants Management Specialist may terminate the award in its entirety.

If costs are allowed under an award, your responsibilities outlined at 45 CFR 75.381 including those for property management as applicable, shall be considered in the termination of the award, and provision shall be made for continuing your responsibilities after termination, as appropriate.

28. Enforcement:

Remedies for noncompliance. If you materially fail to comply with the terms and conditions of this award, whether stated in a Federal statute, regulation, assurance, application, or notice of award, the Grants Management Specialist may, in addition to imposing any of the special conditions outlined in, 45 CFR 75.371take one or more of the actions specified under that section, as appropriate in the circumstances.

29. Disputes and Appeals:

The procedures of 45 CFR 75.374 govern the processing of claims and disputes and for deciding appeals of decisions by the Grants Management Specialist.

As the recipient organization, you acknowledge acceptance of the grant terms and conditions by drawing down or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable, and reasonable.

The terms and conditions of this ASPR Cooperative Agreement apply directly to the Primary Recipient of HHS funds. The recipient is accountable for the performance of the project, program, or activity; the appropriate expenditure of funds under the award by all parties; and all other obligations of the recipient, as cited in the Notice of Award. In general, the requirements that apply to the recipient, including public policy requirements, also apply to subrecipients and contractors under grants, unless an exception is specified.

Failure to comply with the above stated terms and conditions may result in suspension, classification as High-Risk Status, termination of this award or denial of funding in the future.

All terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer. Special Administrative Conditions will not be removed from this cooperative agreement until conditions have been met. All responses to special terms and conditions of award and post award requests must be uploaded in Grant Notes in Grant Solutions or sent via email to the ASPR Grants Management Specialist and the Program Official as identified on your Notice of Award (see below).

PMS Information:

Remarks:

Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. Inquiries regarding payments should be directed to Program Support Center/Division of Payment Management (PSC/DPM), DHHS; Post Office Box

6021; Rockville, MD 20852; 1-877-614-5533; PMSSupport@psc.gov.

Contacts:

The Grants Management Specialist, Albertha.Broadnax@hhs.gov is responsible for the negotiation, award and administration of this project and for interpretation of grants administration policies and provisions.

The Project Officer, Leslie Beck, is responsible for the programmatic and technical aspects.

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

Issue:	**Purchase of Real Property at 5755 E. Charleston Blvd., Las Vegas, NV 89142**	**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 Second Conditional Offer to Purchase Real Property between Clark County Real Property Management and Interagro Inc.; authorize the Chief Executive Officer to execute necessary documents to effectuate the transaction for the purchase of real property; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: N/A
Fund Center: N/A
Description: 5755 E. Charleston Acquisition
Bid/RFP/CBE: N/A
Term: N/A
Amount: $3,500,000
Out Clause: Due Diligence Period

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

BACKGROUND:

This request is for approval to execute necessary documents for the purchase of property located on approximately 2.22 acres of developed land (APN 161-04-520-004) near the southwest corner of Charleston Boulevard and Sloan Lane. The purchase transaction is between Clark County Real Property Management ("Clark County") and Interagro Inc.; however, the property will be utilized exclusively by UMC. The UMC Board of Hospital Trustees will ultimately be presented with the final sale documents once final, however UMC staff requests UMC Governing Board authority for the Chief Executive Officer to execute documents necessary, if any, to complete the purchase transaction.

The purchase price for the property is $3,500,000.00, and the due diligence period will be One Hundred Fifty (150) calendar days from escrow opening. Clark County may cancel this transaction for any reason during the due diligence period with a written notice.

Cleared for Agenda
October 18, 2023

Agenda Item #
18

Department of Real Property Management
Property Management and Acquisition Division
500 S Grand Central Pky 4th Fl • Box 551825 • Las Vegas NV 89155-1825
(702) 455-4616 • Fax (702) 455-4055

Lisa Kremer, Director • Shauna Bradley, Deputy Director

August 24th, 2023

VIA CERTIFIED MAIL #

Interagro Inc.
5755 East Charleston Boulevard
Las Vegas, NV 89142

RE: SECOND CONDITIONAL OFFER TO PURCHASE REAL PROPERTY
(5755 E CHARLESTON BLVD, LAS VEGAS, NV 89142)
ASSESSOR'S PARCEL NUMBERS 161-04-520-004

Dear Property Owner:

Clark County submitted to you a Conditional Offer to Purchase dated August 10, 2023, which is rescinded and is now null and void. Please consider this Clark County's Second Conditional Offer to Purchase Real Property (the "Second Conditional Offer") with respect to the above referenced property, subject to the following terms and conditions.

PARTIES:

This Second Conditional Offer is made by Clark County, a Political Subdivision of the State of Nevada ("County"), to Interagro Inc. ("Seller") (Individually a "Party" and collectively the "Parties").

LOCATION AND DESCRIPTION:

The Property for which this Second Conditional Offer is being made consists of a +/-17,121 square foot 1-story building located on +/-2.22 acres of developed land (APNs 161-04-520-004) located near the southwest corner of Charleston Boulevard and Sloan lane, addressed as 5755 E Charleston Blvd, Las Vegas, NV 89142, Clark County as further described in Exhibit A ("Property") attached hereto and incorporated herein by reference.

INTEREST TO BE ACQUIRED:

The Second Conditional Offer is for a fee simple interest in the Property, free of liens and encumbrances, subject to only standard title policy printed form exceptions and the permitted exceptions of record, if any.

AMOUNT OF OFFER:

On behalf of the County, the sale and purchase price for the Property shall be a cash offer of Three Million Five Hundred Thousand Dollars ($3,500,000) ("Purchase Price").

DUE DILIGENCE PERIOD:

The County will open escrow with Fidelity Title ("Escrow Opening") which will be the start of County's due diligence. The time period of One Hundred and Fifty (150) calendar days from the date of Escrow Opening is defined as the "Due Diligence Period". The Due Diligence Period is for the County to perform its non-destructive testing/analysis and investigation on the suitability of the Property for County purposes. This may include, but is not limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to conduct a Phase I environmental investigation; (3) boundary survey and utility location; (4) the right to perform a property analysis inclusive of any building inspections (structural, mechanical, plumbing, electrical, etc.). The County shall also have the right to conduct Phase II environmental investigations and other invasive inspection with the Seller's consent. The County shall submit a request ("Request") in writing for any invasive inspection to the Seller. Seller shall respond within three (3) business days of receipt of the Request or it shall be deemed approved.

The County shall have immediate access to the Property and have the right to enter the Property along with any third-party vendor to perform any inspection, investigation and/or testing.

The County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its Earnest Money Deposit ("EMD") from Fidelity Title without the need for Seller's written approval.

TERMS:

This Second Conditional Offer is made on behalf of the County. The escrow period shall begin upon Escrow Opening for a total of One Hundred Eighty (180) calendar days inclusive of a Due Diligence Period of One Hundred Fifty (150) calendar days defined as the "Escrow Period". The County shall have the right to complete the purchase ("Close of Escrow") any time during the Escrow Period. If the last day of the Escrow Period ends on a holiday or weekend day, then it shall automatically be moved to the next business day.

This Second Conditional Offer is contingent upon, but not limited to, the following to occur prior to the expiration of the Due Diligence Period:

(1) County obtaining an appraisal report completed by a Nevada licensed appraiser that states the fair market value of the Property is equal to or greater than the Purchase Price.

If the appraised value is less than the Purchase Price, then Seller and County may mutually agree to a new Purchase Price, or either Seller or County may cancel this transaction in writing to the other and County will receive an immediate refund of its EMD from Fidelity Title without a requirement for the Seller's written approval for the release of funds. If either Seller or County cancels this transaction due to appraised value being less than the Purchase Price then Seller and County are not responsible for any costs incurred by the other Party.

(2) County obtaining a Preliminary Title Report and any exceptions.
(3) Seller allowing County to enter the Property to perform inspections and due diligence on the Property.
(4) Seller providing County any property information in its possession such as recorded or unrecorded agreements, building plans, permits, reports, inspections, site surveys, and any materials related to the condition of the property, facility and its improvements.

As stated above, the County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its EMD from Fidelity Title without the need for Seller's written approval. The contingencies listed above are for informational purposes and do not limit the County's ability to cancel for any reason and without penalty whatsoever during the Due Diligence Period.

Seller may not enter into any new Leases or modify any existing Leases during the Escrow Period.

ADDITIONAL TERMS:

Seller to be provided up to Thirty (30) calendar days past Close of Escrow to vacate the Property ("Move-Out Period"). Seller shall be responsible for all repair and maintenance to the Property, and the cost of all utilities during the Move-Out Period. Seller shall provide County with a Certificate of Insurance naming the County as additional insured during the Move-Out Period. Seller shall be responsible for any damages to the Property that Seller, Seller's representatives, Seller's vendors or any third-party associated with Seller incur during the Move-Out Period.

Seller shall maintain the following insurance coverage during the Move-Out Period, furnish to the COUNTY certificates of insurance, showing that the following insurance is in force:

Worker's compensation in accordance with Nevada law or evidence from the Nevada Division of Industrial Relations that Seller is exempt from such requirement.

Fire insurance with extended coverage with policy limits of Two Hundred Fifty Thousand Dollars ($250,000). County shall not be liable for injury or damages to the Property or any property or fixtures by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of damage, Seller shall look solely to the insurer for reimbursement and not to County.

Commercial general liability, including abuse, molestation and corporal punishment coverage, with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000) per occurrence to protect the County, the Seller, Seller's affiliates, contractors and agents against claims for injury or death and damage to the property of others.

Any and all insurance policies required shall be "occurrence" policies and shall not be "claims made" policies.

ADDITIONAL CONTINGENCY:

This Second Conditional Offer is also contingent upon obtaining the Clark County Board of County Commissioner's ("BCC") approval as required pursuant to Nevada Law. If the Second Conditional Offer is accepted by the Seller pursuant to all terms and contingencies ("Agreement"), this Agreement will be submitted to the BCC for approval prior to the expiration date of the Due Diligence Period. If this Agreement is not approved by the BCC, or the County elects to cancel during the Due Diligence Period for any reason, the Agreement shall immediately become null and void and the Parties will be under no obligation to perform the obligations outlined in this Agreement; neither Party is entitled to any compensation or damages or other remedy for any reason, and the County shall be entitled to a full refund of the EMD from Fidelity Title without the need for Seller's written approval.

If BCC approval is received, then County shall notify Seller within one (1) business day after such approval, and Seller shall notify all tenants with a thirty (30) day notice to vacate ("Notice to Vacate"), terminating all leases. All tenants must vacate the Property prior to Close of Escrow.

Seller must obtain estoppels from all tenants and provide to County prior to the Notice to Vacate.

EARNEST MONEY DEPOSIT:

Upon acceptance of this Second Conditional Offer by Seller, the County shall open escrow and deposit a Fifty Thousand Dollar ($50,000) EMD with Fidelity Title within Ten (10) business days. The EMD will be fully refundable to the County during the One Hundred Fifty (150) calendar day Due Diligence Period. If the County exercises its unilateral right to cancel this transaction during the Due Diligence Period for any reason including, but not limited to, the BCC not approving this Agreement, as detailed above, then County will send written notification to Fidelity Title for the immediate release of the EMD to the County without a requirement for the Seller's written approval for the release of funds. If the County does not exercise its unilateral right to cancel during the Due Diligence Period and BCC approves this Agreement,

then the EMD shall be applied toward the Purchase Price and become non-refundable to the County, except as otherwise outlined in this Agreement, unless Seller breaches this Agreement.

SELLER PROPERTY INFORMATION:

The Seller, if in Seller's possession, shall provide the County with any information related to this property within Ten (10) business days from the signing, and acceptance, of this Second Conditional Offer. The information shall include, but is not limited to, service or property agreements, environmental conditions, demolition plans, building plans, design/improvement plans, permits, inspection reports (building, soils, structural, mechanical, plumbing, electrical, etc.), site surveys, asbestos and/or hazardous materials inspections/reports, etc. inclusive of any information related to this Property.

BROKER COMMISSIONS:

The Parties represent and warrant to each other that no brokerage commission, finder's fee, or other compensation is due or payable with respect to the Agreement; however, Seller may pay a commission at its sole cost and expense and Seller hereby agrees to indemnify, defend, and hold the County harmless from and against any losses, damages, costs and expenses incurred by County by reason of any fee, claims, or commission of any broker Seller has used or engaged.

County shall not pay or be responsible for payment of any commission(s), Finder's Fee, or other compensation to real estate agents/brokers or others for this Agreement, or any and all costs associated with delivering clear title.

ESCROW REQUIREMENTS:

This Second Conditional Offer shall be consummated through an escrow established with Fidelity Title Company ("Title Company"). Escrow Officer Kristen Haynes will handle monetary disbursement and document processing at the Close of Escrow. County shall open escrow and deposit EMD within Ten (10) business days of acceptance of this Second Conditional Offer. Close of Escrow shall occur within One Hundred Eighty (180) calendar days or sooner of Escrow Opening if all conditions have been satisfied by the Parties. In the event Seller does not provide Title Company necessary information and documentation in order to facilitate a timely closing of this transaction and Close Of Escrow does not occur by the end of the Escrow Period, then County shall be entitled to an immediate full refund and return of its EMD without written approval from Seller and may pursue Seller for actual damages incurred by County as further explained herein. If escrow fails to close within One Hundred Eighty (180) calendar days, it shall only be extended per the Parties mutual agreement in writing to extend the Escrow Period. The Parties agree to execute and deliver to Title Company such additional and supplemental instructions as Title Company may require providing clarification of Title Company's duties under this Agreement. At Close of Escrow, Seller shall execute and deliver to County, a good and sufficient Grant, Bargain and Sale Deed in a form acceptable to the Parties, conveying good, valid, marketable and insurable fee title to the Property.

TITLE POLICY:

Within Ten (10) business days of Close of Escrow and at Seller's expense, Title Company will provide the County with a CLTA standard coverage owner's policy of title insurance ("Title Policy") insuring County's ownership interest in the Property in the amount of the Purchase Price, subject to only standard policy printed form exceptions and the permitted exceptions of record, if any. At County's discretion and expense, it may elect to acquire Title Policy endorsements and/or ALTA extended coverage title insurance.

REPRESENTATIONS:

Seller agrees to provide unconditional lien releases from its contractors at Close of Escrow for any improvements which may be under construction at the time this Second Conditional Offer is being made,

if any. Seller represents that no other contractors have performed work during any operative statutory period.

Seller represents to the best of its knowledge the Property is in compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

Seller represents that there are no actions, suits, claims, proceedings or investigations pending or, to the best of Seller's knowledge, threatened against or affecting the Property. Seller agrees to indemnify, defend and hold harmless County, and its officers, employees, agents and contractors from and against any and all liability, claims, demands, damages and costs of any kind, including attorney's fee, arising out of or in connection with any incident that occurred on or arose in connection with the Property, during Seller's ownership of the Property. The representations, and agreements made herein will survive the Escrow Closing.

CLOSING COSTS:

The Seller shall pay for the CLTA Owner's Title Policy and ½ of escrow fees. County shall pay the costs associated with obtaining an ALTA extended title insurance policy, any title policy endorsement, ½ of escrow fees and normal recording fees. Seller will pay for any reconveyance and lien release fees or unpaid real property taxes or other items as may be necessary to clear title to the Property. The following items to be prorated as of the Close of Escrow: property taxes, sewer, water, power, gas, and trash. Rents or other deposits to be further addressed in escrow documents.

GOVERNING LAW:

This Agreement shall be constructed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

The Parties hereby consent to the jurisdiction of the state courts of the State of Nevada for any dispute involving this Agreement. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. If it is determined by a court of competent jurisdiction that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and bind the Parties according to its terms. No modification of, or amendment to, this Agreement (including any implied waiver) shall be effective unless in writing signed by all Parties hereto. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the Parties with respect thereto.

DEFAULT/REMEDIES:

The breach of any term of this Agreement by Seller or Buyer shall be deemed a "Default" as follows: If a Party fails to pay money as due hereunder, a Default shall be deemed to have occurred if that Party does not make the payment in full within ten (10) days after such payment is due (except there shall be no grace period for either Party's breach of the covenant to purchase or sell the Property on the closing date). In the case of a breach of any other obligation hereunder, a Default shall be deemed to have occurred if that Party fails to cure such breach within fifteen (15) days of written notice (the "Default Notice") from the other Party specifying such breach and the action required to cure such breach. The following remedies shall apply in the event of Default under this Agreement:

1.1. BUYER DEFAULT. IF BUYER DEFAULTS IN ITS OBLIGATION TO PURCHASE THE PROPERTY AFTER THE DUE DILIGENCE PERIOD HAS EXPIRED, SELLER WILL BE DAMAGED BUT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGE WHICH WOULD BE BASED ON OPINIONS OF VALUES WHICH COULD VARY SIGNIFICANTLY. THE PARTIES AGREE THAT IN THE

EVENT OF SUCH DEFAULT, SELLER SHALL RECEIVE, AS SELLER'S SOLE REMEDY, BUYER'S EMD, AS LIQUIDATED DAMAGES WHICH REPRESENTS THE PARTIES' FAIR AND REASONABLE BEST ESTIMATE OF THE SELLER'S ACTUAL DAMAGES IN SUCH EVENT OF DEFAULT. CANCELLATION OF THIS AGREEMENT DURING THE DUE DILIGENCE PERIOD BY COUNTY FOR ANY REASON SHALL NOT BE CONSIDERED A DEFAULT OF THIS AGREEMENT.

1.2. SELLER'S DEFAULT. IF SELLER IS IN DEFAULT OF SELLER'S COVENANT TO SELL THE PROPERTY TO BUYER, OR IF SELLER IS OTHERWISE IN DEFAULT BEFORE THE CLOSE OF ESCROW, BUYER SHALL HAVE ANY AND ALL REMEDIES AVAILABLE BY LAW INCLUIDNG, BUT NOT LIMITED TO (1) TERMINATE THIS AGREEMENT, IN WHICH CASE THE EMD SHALL BE RETURNED TO BUYER AND BUYER SHALL RECOVER BUYER'S ACTUAL AND VERIFIABLE OUT OF POCKET EXPENSES REASONABLY INCURRED BY BUYER IN CONNECTION WITH THE PROPERTY, INCLUDING LEGAL FEES, (2) INITIATE AN ACTION FOR SPECIFIC PERFORMANCE WHICH INCLUDES THE RIGHT TO RECORD A NOTICE OF PENDING ACTION IN CONNECTION THEREWITH.

NOTICES:

No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless (1) personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), (2) delivered by air courier next-day delivery (e.g. Federal Express), (3) delivered by mail, sent by registered or certified mail, return receipt requested; or (4) tele-copied, as follows:

If to Seller, to:

Interagro Inc.
5755 East Charleston Boulevard
Las Vegas, NV 89142

If to Buyer, to:

Clark County Real Property Management
Attention: Director
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89155-1825
Phone: (702) 455-4616
Fax: (702) 455-5817

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second business day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third business day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices tele-copied shall be deemed delivered the same business day received. The addresses, addressees, and telecopy number for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee and telecopy number stated by written notice or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

TIME IS OF THE ESSENCE:

Time is of the essence for this Second Conditional Offer as it will expire on Thursday August 31st, 2023, at 5:00 p.m. and become null and void if the Seller does not respond. All Parties shall perform their obligations under this Agreement strictly within the required time frames.

This letter confirms the mutual understanding of the Parties with respect to the matters contained herein. Please confirm your acceptance of the Agreement by signing and returning the same. If the County does not receive a fully executed original of this letter by 5:00pm Thursday August 31st, 2023, this Second Conditional Offer will be deemed withdrawn and be of no further force or effect. If you have any questions, concerning any aspects of this Second Conditional Offer, please contact Bob Tomiyasu at (702) 455-0110 or Jaime Leary at (702) 455-2465.

Respectfully,

Lisa Kremer
Director of Clark County Real Property Management

Approved as to form:

Nichole Kazimirovicz
Deputy District Attorney

ACCEPTANCE:

The undersigned accepts Clark County's Second Conditional Offer as written above pursuant to all terms and contingencies. This Second Conditional Offer embodies all the consideration agreed to between Clark County and the undersigned.

Interagro Inc.

Signature: DocuSigned by: Ibragim Akhmedov 3FC12F83F67E426...

Print Name: Ibragim Akhmedov

Title: President

Date: 8/28/2023

Signature: _____

Print Name:

Title:

Date: _____

Cc: Nichole Kazimirovicz, Deputy District Attorney
Bob Tomiyasu, Property Acquisition Administrator
Jaime Leary, Right of Way Agent II
Shirley Hudgins-Brown, Right of Way Agent I

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

Cleared for Agenda
October 18, 2023

Agenda Item #
19