



## UMC Audit and Finance Committee Meeting

Wednesday, April 17, 2024 2:00 p.m.

UMC Trauma Building - Providence Suite - 5th Floor

## AGENDA

**University Medical Center of Southern Nevada  
GOVERNING BOARD  
AUDIT & FINANCE COMMITTEE  
April 17, 2024 2:00 p.m.  
800 Hope Place, Las Vegas, Nevada  
UMC Trauma Building, ProVidence Suite (5<sup>th</sup> Floor)**

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

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

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

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

#### **CALL TO ORDER**

1. Public Comment

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of March 20, 2024. *(For possible action)*.

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

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

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

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

6. Review and recommend for approval by the Governing Board, the Proposed Final FY2025 Operating Budget to be submitted to Clark County, and discuss any changes; and direct staff accordingly. *(For possible action)*
7. Review and recommend for ratification by the Governing Board the Amendment One to the Hospital Agreement with Alignment Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the First Amendment to the Value-Based Payment Programs with Molina Healthcare of Nevada, Inc.; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Amendment One and Quote with Clinical Computer Systems, Inc. for OBIX Support Services and Perinatal Solutions; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Equipment Schedule No. 016 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Governing Board the Purchaser-Specific Agreement with Vero Biotech Inc. for tankless inhaled nitric oxide and accompanying services in NICU and PICU; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) template for use with various providers; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Professional Services Agreement for surgery services with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education of behalf of the Kirk Kerkorian School of Medicine at UNLV; or take action as deemed appropriate. *(For possible action)*
14. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Change Order with Philips Healthcare, a division of Philips North America LLC for the Catheterization Laboratory replacement project; or take action as deemed appropriate. *(For possible action)*

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

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

### **COMMENTS BY THE GENERAL PUBLIC**

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

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

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

**University Medical Center of Southern Nevada  
Governing Board Audit and Finance Committee Meeting  
March 20, 2024**

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

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:03 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 (Excused)

**Absent:**

None

**Others Present:**

Mason Van Houweling, Chief Executive Officer  
Tony Marinello, Chief Operating Officer  
Jennifer Wakem, Chief Financial Officer  
Doug Metzger, Controller  
Maria Sexton, Chief Information Officer (Via Webex)  
Nathan Strohl, Internal Auditor  
David Bustos, Public Safety Director  
Michelle Feder, Assistant Manager of Patient Accounting  
Christopher Jones, Executive Director of Support Services  
Susan Pitz, General Counsel  
Lia Allen, Assistant General Counsel - Contracts  
Stephanie Ceccarelli, Board Secretary

**SECTION 1. OPENING CEREMONIES**

**ITEM NO. 1 PUBLIC COMMENT**

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

Speaker(s): None

**ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on February 21, 2024. (For possible action)**

FINAL ACTION:

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

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

Agenda Item 15 will be removed from the agenda and Agenda Item 9 change of the vendor name to Fresenius Kidney Care of Nevada, LLC.

FINAL ACTION:

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

**SECTION 2. BUSINESS ITEMS**

**ITEM NO. 4 Review the results of the audit of Cash Controls dated March 15, 2024; and direct staff accordingly (For possible action)**

DOCUMENTS SUBMITTED:

- Cash Controls Audit Report

DISCUSSION:

Nate Strohl, UMC Internal Auditor, provided a report on the recently performed audit of cash controls. The objective was to determine whether the procedures at selected locations were operating effectively and were safeguarded against fraud, asset misappropriation and abuse.

The audit found challenges with issues such as delayed petty cash reimbursements and badge access to critical cash controls areas. Recommendations were reviewed. Management responses were provided to the committee by Michael Bustos, Director of Public Safety and Michelle Feder, Assistant Manager of Patient Accounting.

FINAL ACTION TAKEN:

None taken.

**ITEM NO. 5 Receive the monthly financial reports for February FY24; and direct staff accordingly. (For possible action)**

DOCUMENTS SUBMITTED:

- February FY24 Financials

DISCUSSION:

Jennifer Wakem, Chief Financial Officer presented the financials for the months of February.

Admissions were on budget, AADC was 579, and length of stay was 6.34 days. Hospital acuity was 4% above budget and Medicare CMI was 2.23. Inpatient surgeries were 11.5% below budget and outpatient surgeries were 7.5% above budget. There were 13 transplant cases and ER visits were below budget 5.91%. Approximately 24% of patients coming through the ED are being admitted into the hospital.

Quick cares were 26% above budget; Summerlin, Sunset and Centennial were the key drivers. Primary cares were down 3%.

There were 575 telehealth visits and the Ortho Clinic visits were down 31%. Surgeries were below budget 13%.

Trended stats were good. AADC was sitting at 579. Length of stay dropped 1%. ER visits were down approximately 500 visits when compared to the 12-month average. The conversion rate was a record high at 24%. Telehealth volume was at 575.

Inpatient payor mix remained consistent with the 12-month average. Payor mix trends in the ED were up in commercial 1.22%, 1.3% in Medicaid and down 1.22% in Medicare.

Inpatient surgical cases were down 3% in commercial, down 1.3% in government, up 3% in Medicaid and up 2% in Medicare. For the outpatient surgical cases, commercial was down 4.66% in commercial, Medicaid was up 3% and Medicare was up 3.6% and self-pay was down 1%.

Summary income statement showed net patient revenue was \$1.1 million below budget. Other revenue was on budget. Total operating revenue was \$800k below budget. Operating expenses exceeded budget \$3.4 million. Total income from ops before depreciation and amortization was \$3.5 million on a budget of \$6.9 million, which was approximately \$3.4 million below budget, due to decreased volumes.

The February year-to-date income statement showed operating revenue fell short of budget. Operating expenses were \$9.1 million below budget. Total income from ops was slightly under budget \$700K. Income statement trended was shown as informational.

In total, SWB exceeded budget \$2.3 million, due in part from the impact of Anesthesia and Radiology FTE rates. Trended SWB statistics were reviewed briefly as informational. Contract labor was running \$2.6 million; the key driver was radiology. Overtime was consistent to prior month.

All other expenses for the month were over budget \$1.1 million, mainly due to purchased services.

Key financial indicators were reviewed in profitability, labor, liquidity and cash collections. Labor and profitability are in the red. Liquidity and cash collections are all in the green. Day's cash on hand is in the green at 106.6 days. Cash collections were strong for the month. Cash collections POS goal hit their goal.

Cash flow for February – \$79 million was received from patients and payors. We received \$28 million in supplemental payments for the month. There is approximately \$34 million still outstanding. There was continued discussion regarding the age of the delayed payments, and if any true-ups would be slated for FY25. Ms. Wakem commented that we have been in conversation with the State to reconcile the delayed payments.

The balance sheet showed a slight decrease in cash for the month.

FINAL ACTION TAKEN:

None taken.

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

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

1. CMS Site Neutral Payments – Ms. Wakem informed that this is not a risk to UMC.
2. The cost report settlement was received in the month of February, resulting in a \$1.3 million benefit to the hospital.
3. DSH Medicaid Cuts – On March 6<sup>th</sup> congressional actions eliminated proposed DSH cuts for Federal FY24. This will not negatively impact UMC. She reminded the Committee that UMC opted out of the DSH program.
4. Proposed budget will be presented today, the final presentation will be reviewed in April. The timeline was provided. Next month the team will return to the Committee for a final review and approval of the budget. It will then go to the Governing Board for approval. Once approved by the Board, the final approved budget will be submitted to the County.
5. Radiology update – UMC is striving to employ 22 and is looking to employ an additional 15 Radiologists. There was continued brief discussion regarding the progress of the employment process.
6. Change Healthcare Cyber Attack - UMC has felt minimal impact due to the cyber-attack on Change Healthcare, with the exception of delayed

payments from payors. There was continued discussion regarding the impact this event could have on the healthcare industry.

FINAL ACTION TAKEN:

None taken

*At this time, the Committee tabled Item 7, to be reviewed later during the meeting.*

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

DOCUMENTS SUBMITTED:

- Hospital Participation Agreement
- Disclosure of Ownership

DISCUSSION:

This is a commercial plan with 400K covered lives with HPN. This is a ratification, as the agreement was entered into on March 1<sup>st</sup> to add radiologist and anesthesiologist to HPN's specialty network.

FINAL ACTION TAKEN:

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

**ITEM NO. 9 Review and recommend for approval by the Governing Board the In-Hospital Services Agreement with Fresenius Kidney Care of Nevada, LLC for hospital dialysis services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- In Hospital Services Agreement – Redacted
- Disclosure of Ownership

DISCUSSION:

This is a new one year agreement with Fresenius to provide dialysis treatments to patients at UMC and outpatient settings. UMC may terminate the agreement at any time upon 90-days' notice.

FINAL ACTION TAKEN:

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



**ITEM NO. 10 Review and recommend for approval by the Governing Board the First Amendment to the Master Services Agreement with EV&A Architects for Architectural Design and Documents Service; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Master Service Agreement - Amendment 1
- Disclosure of Ownership

DISCUSSION:

The vendor provides various architectural design and documentation services for multiple areas of UMC, including remodeling projects. This is an amendment to increase funding under the master service agreement.

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. 11 Review and recommend for approval by the Governing Board the Retail Pharmacy Consulting and Management Agreement with Cardinal Health Pharmacy Services, LLC; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Retail Pharmacy Consulting & Management Agreement
- Disclosure of Ownership

DISCUSSION:

This is a request to enter into a new agreement for consulting and management services with respect to the establishment of 2 new pharmacy locations. The preliminary consulting service will allow the vendor to make recommendations and guidance with respect to construction, layout, licensing, policies and procedures, etc. After the consulting period, the vendor will provide management services to manage operations and provide training to staff. This is a 5-year 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. 12 Review and recommend for award by the Governing Board the Agreement for Breach Response Services with IDX, a Zerofox Company; authorize the Chief Executive Officer to execute amendments or**

**extension options; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Breach Response Services Agreement
- Disclosure of Ownership

DISCUSSION:

An RFP was issued in December, but closed without receiving any proposals. Under NRS 332, UMC may contract with any vendor after a sufficient notice period. UMC has opted to continue services with the current vendor: IDX.

This is a new agreement with the current vendor to provide UMC with data breach services, best practices to regulatory, compliance requirements on data breach notifications and remediation services. This service may be used as needed in the event of a breach. This is a new 4-year agreement with the option to extend for one year.

FINAL ACTION TAKEN:

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

**ITEM NO. 13 Review and recommend for approval by the Governing Board the Agreement with ROI-IT, LLC for Sophos Endpoint Security services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Renewal Quote
- Disclosure of Ownership

DISCUSSION:

This cyber security platform will help with managed detection, network detection, and response, which will provide better protection against advanced malware and targeted attacks. This is for a 3-year term for continued use of the software.

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 Governing Board the Fourth Amendment to RFP 2018-01 Agreement with Compass Group for Food Services and Clinical Nutrition Management Services (Lot 2); authorize the Chief Executive Officer to execute any future Amendments within his**

yearly delegation of authority; or take action as deemed appropriate.  
(For possible action)

DOCUMENTS SUBMITTED:

- Agreement for Food Services and Clinical Nutrition Management Services Amendment 4 (Redacted)
- Disclosure of Ownership

DISCUSSION:

This fourth amendment is a request to increase funding to support the annual CPI increases through 2025. All other terms of the agreement remain the same.

FINAL ACTION TAKEN:

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

**ITEM NO. 15 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Change Order with Philips Healthcare, a division of Philips North America LLC, for the Catheterization Laboratory replacement project; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

This item was tabled.

FINAL ACTION TAKEN:

No action was taken.

**ITEM NO. 16 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Three to Master Professional Services Agreement with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; authorize the Chief Executive Officer to execute amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Master Professional Services Agreement – Amendment 3
- Disclosure of Ownership

DISCUSSION:

This amendment will add additional funding through the end of the term for radiologist services and placement.

There was continued discussion regarding the recent challenges with staffing radiologists.

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.

*At this time, the Committee returned to review Item 7.*

**ITEM NO. 7 Review and receive feedback on the tentative FY2025 Preliminary Operating Budget, to be considered by Clark County, and discuss any changes; and direct staff accordingly. (For possible action)**

DOCUMENTS SUBMITTED:

- FY2025 Preliminary Operating Budget

DISCUSSION:

Ms. Wakem provided an overall summary of the budget and the process of building the budget. This is the first review.

The projected key indicators for the FY24 budget were reviewed. Volumes were lower than anticipated. Admissions were down 6.7%. AADC was lower than expected. Length of stay was down 12.9%. Hospital acuity was consistent to budget. Inpatient surgical volume was down 14%. Outpatient surgery was up 7%. ER visits down 10%. Quick cares were up, but primary care visits were down 37%.

The committee focused on the budget vs. projection of the adjusted patient days and primary care statistics. Mr. Marinello responded that construction challenges have affected volumes and reduced physician staff at the primary care locations have had an impact. Plans are in place to increase recruitment for the primary care locations.

Ms. Wakem next reviewed the projected income statement for FY24. Adjusted net patient revenue was down due to volume decreases. Receipt of supplemental payments have shown improvement and are above expectation. Overall total operating revenue was below budget \$8.3 million. SWB and operating expenses were below budget \$4.5 million. Income from ops before depreciation and amortization is expected \$69 million on a budget of \$66 million; expecting to make budget for the year.

Capital allocation for FY 24 was reduced to \$5 million from \$31 million, due to the increase in the directed payment program.

The key assumptions slide showed the process that was followed for the FY25 budget, consistent with prior years.

The FY25 high impact strategies discussed included Length of Stay Management, Expense Management/Efficiencies, Revenue Enhancement and Strategic Service Line Initiatives. Strategies of implementing AI technology and employing hospitalists and emergency medicine providers will improve length of stay and admission criteria. Improvement in efficiencies in the OR is key. Improvements in revenue enhancement and marketing campaign initiatives for strategic service lines were discussed and are built into the budget.

The Committee commented it would be helpful to call out key financial assumptions when discussing future financial performance compared to budget.

Mr. Marinello next reviewed the strategic service lines for FY25: Ambulatory, Cardiac Services, Orthopedics, Other Surgeries and Physician Employment. Action items details related to each of these items were discussed. A Practice Plan Administrator has been added to assist with the physician employment plans.

The budget initiatives for FY25 next reviewed. Ambulatory increases 7,770 visits. Income from ops shows a loss, as it doesn't include the halo. In Cardiology, admissions and surgical cases were built in; income from ops is roughly \$1.1 million. Orthopedics, with the increased visits and patient days adds \$320K to the bottom line. All other surgeries adds another \$240K and employed providers adds \$2.6 million. The total impact would be approximately \$4 million impact income from ops.

The FY25 budget key statistics were reviewed, comparing the FY25 budget to the FY24 projection. Volume is flat and increases will come from the strategic initiatives. A discussion ensued regarding the progress in length of stay and improving throughput. Ms. Wakem responded that the reduction projected for LOS is approximately 2.6% and admissions is increasing 4.23%. There needs to be efficiencies in patient discharges.

On the budget income statement summary, adjusted net patient revenue is going up \$61 million or almost 11%. Supplemental payments are going down almost 4%. There will be normalizing for items not repeating in FY25. Adjusted net patient revenue is up over projection by 5%. Other revenue is down. Net to gross is 18.38% and operating expenses is going up \$63.5 million. Income from ops before depreciation and amortization is \$52.7 million on a projection of \$69.2 million, which is \$16.6 below the FY24 projection.

Salaries, wages and benefits is going up \$53.3 million due to the addition of hospitalist and ED providers. COLA and merit increases were also added. An increase is budgeted in Resident salaries, which will show in purchased services. There was continued discussion regarding the resident salaries. The increase in FTEs is primarily physicians for radiology, hospitalists and ED

services. There was discussion regarding the proposed goals for FY25 related to SWB.

Lastly, the expenses budgeted for FY25 were discussed. Purchased services includes the Resident salaries in the total. Pro-fees for strategic initiatives for hospitalists and ED are going down \$6.5 million and \$830k in radiology services. Management fees of \$2.3 million and UNLV Professional service fees of \$2.5 million were added into the budget.

Supplies is going up \$5 million for strategic service lines and \$3 million for inflation.

Utilities will increase \$600K for hazardous waste pickup and disposal and \$245K for rate increases and new properties.

There was discussion regarding any anticipated changes that will be brought before the Committee for the final review. The team will review the FTEs and additions that may come for radiology.

The team will bring any adjustments or changes back to the next meeting, prior to presenting to the Governing Board.

FINAL ACTION TAKEN:

None

**SECTION 3: EMERGING ISSUES**

**ITEM NO. 17 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (For possible action)**

None

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

**COMMENTS BY THE GENERAL PUBLIC:**

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:41 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**

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
April 17, 2024

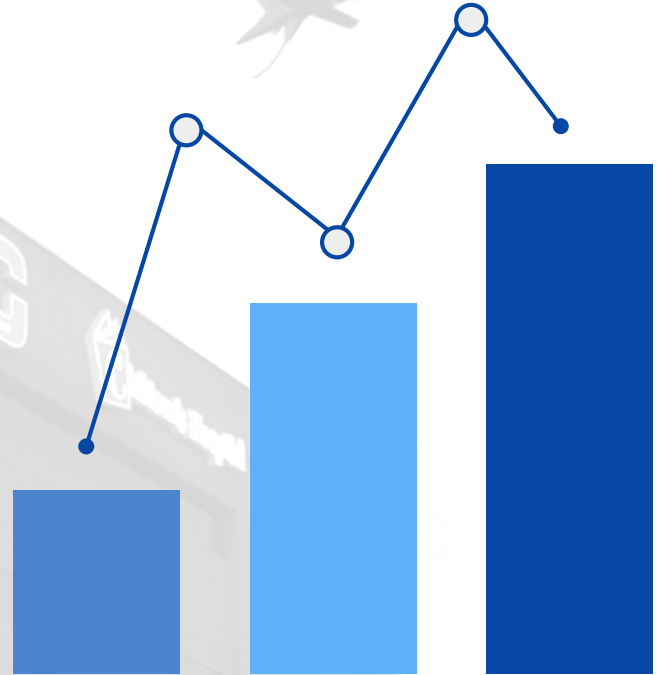
Agenda Item #

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# March 2024 Financials

AFC Meeting





# KEY INDICATORS MAR



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,173	21,228	(3,055)	(14.39%)	21,367	(3,195)	(14.95%)
Total Admissions	1,931	2,045	(114)	(5.60%)	2,008	(77)	(3.83%)
Observation Cases	941	602	339	56.31%	602	339	56.31%
AADC (Hospital)	553	648	(95)	(14.67%)	654	(101)	(15.46%)
ALOS (Admits)	6.25	6.84	(0.59)	(8.60%)	7.11	(0.86)	(12.10%)
ALOS (Obs)	1.46	1.01	0.45	44.92%	1.01	0.45	44.92%
Hospital CMI	1.92	1.90	0.02	1.05%	1.90	0.03	1.05%
Medicare CMI	2.35	1.97	0.38	19.29%	1.97	0.39	19.34%
IP Surgery Cases	814	1,014	(200)	(19.73%)	836	(22)	(2.63%)
OP Surgery Cases	577	676	(99)	(14.67%)	471	106	22.51%
Transplants	18	16	2	12.50%	16	2	12.50%
Total ER Visits	8,859	10,868	(2,009)	(18.49%)	9,721	(862)	(8.87%)
ED to Admission	12.07%	-	-	-	11.53%	0.54%	-
ED to Observation	11.68%	-	-	-	9.49%	2.19%	-
ED to Adm/Obs	23.75%	-	-	-	21.03%	2.72%	-
Quick Cares	18,883	20,700	(1,817)	(8.78%)	20,910	(2,027)	(9.69%)
Primary Care	7,147	10,323	(3,176)	(30.76%)	6,458	689	10.67%
UMC Telehealth - QC	577	565	12	2.14%	542	35	6.46%
OP Ortho Clinic	1,726	2,557	(831)	(32.49%)	1,722	4	0.23%
Deliveries	114	137	(23)	(16.65%)	120	(6)	(5.00%)

# TRENDING STATS



	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	12-Mo Avg	Var
APDs	21,367	19,400	20,184	18,603	18,390	18,028	17,177	17,546	17,894	19,201	18,919	17,882	18,338	18,716	(378)
Total Admissions	2,008	1,951	2,045	1,955	2,017	2,000	1,897	1,898	1,930	1,959	1,838	1,838	1,931	1,945	(14)
Observation Cases	602	810	804	775	841	933	907	922	844	903	822	924	941	841	100
AADC (Hospital)	654	628	623	591	570	553	545	538	566	584	584	579	557	585	(28)
ALOS (Adm)	7.11	7.10	6.16	6.56	6.22	5.96	6.57	5.83	5.75	6.55	6.85	6.34	6.25	6.42	(0.17)
ALOS (Obs)	1.01	1.06	1.10	1.03	1.08	1.15	1.18	1.23	1.39	1.41	1.42	1.66	1.46	1.23	0.23
Hospital CMI	1.90	1.84	1.85	1.84	1.82	1.78	1.83	1.86	1.80	1.92	1.84	1.89	1.92	1.85	0.07
Medicare CMI	1.97	1.81	1.86	1.92	2.00	2.09	1.99	2.10	2.04	2.06	2.05	2.23	2.35	2.01	0.34
IP Surgery Cases	836	814	814	736	763	807	799	793	771	794	768	760	814	788	26
OP Surgery Cases	471	434	478	440	422	571	550	557	531	541	604	558	577	513	64
Transplants	16	14	13	13	17	14	18	17	13	15	11	13	18	15	4
Total ER Visits	9,721	9,532	9,647	9,118	9,505	9,231	8,955	9,278	9,054	9,092	9,035	8,329	8,859	9,208	(349)
ED to Admission	11.53%	11.40%	11.68%	11.88%	11.58%	11.89%	11.88%	11.78%	13.32%	12.49%	12.02%	12.95%	12.07%	12.04%	0.03%
ED to Observation	9.49%	10.14%	9.96%	9.60%	10.38%	10.75%	10.11%	9.67%	9.05%	9.80%	11.28%	10.96%	11.68%	10.10%	1.58%
ED to Adm/Obs	21.03%	21.55%	21.64%	21.47%	21.97%	22.64%	21.99%	21.45%	22.37%	22.29%	23.30%	23.92%	23.75%	22.13%	1.62%
Quick Care	20,910	19,463	19,502	17,230	16,023	18,963	18,359	19,689	21,000	24,241	23,453	20,933	18,883	19,981	(1,098)
Primary Care	6,458	5,875	6,934	6,523	5,286	7,075	5,801	6,452	6,523	5,427	7,476	7,537	7,147	6,447	700
UMC Telehealth - QC	542	509	433	382	433	432	532	547	633	785	718	575	577	543	34
OP Ortho Clinic	1722	1564	1514	1572	1,286	1,380	1,579	1,744	1,529	1,636	2,032	1,751	1,726	1,609	117
Deliveries	120	101	92	136	140	157	154	141	125	150	120	118	114	130	(16)

# Payor Mix Trend



## IP- Payor Mix 12 Mo Mar- 24

Fin Class	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	12-Mo Avg	Mar to Avg Var
Commercial	18.38%	16.91%	17.44%	17.62%	15.62%	16.90%	17.69%	17.92%	16.95%	17.39%	16.91%	17.11%	18.53%	17.24%	1.29%
Government	4.35%	3.97%	4.11%	3.54%	4.56%	4.43%	4.16%	4.20%	3.26%	3.88%	3.83%	3.76%	4.75%	4.00%	0.75%
Medicaid	43.43%	43.82%	41.23%	43.45%	44.61%	41.85%	45.49%	44.39%	43.48%	44.58%	45.70%	44.65%	42.06%	43.89%	(1.83%)
Medicare	29.21%	31.18%	32.49%	29.37%	30.74%	31.36%	28.64%	30.44%	31.12%	27.78%	29.78%	29.73%	29.71%	30.15%	(0.44%)
Self Pay	4.63%	4.12%	4.73%	6.02%	4.47%	5.46%	4.02%	3.05%	5.19%	6.37%	3.78%	4.75%	4.95%	4.72%	0.23%

## ED- Payor Mix 12 Mo Mar- 24

Fin Class	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	12-Mo Avg	Mar to Avg Var
Commercial	17.99%	16.58%	17.24%	17.32%	17.09%	17.43%	18.18%	18.52%	17.60%	18.10%	18.81%	18.89%	19.30%	17.81%	1.49%
Government	4.56%	3.84%	4.44%	4.32%	4.89%	4.92%	4.31%	4.38%	4.75%	4.28%	4.68%	4.44%	4.36%	4.48%	(0.12%)
Medicaid	52.97%	53.70%	52.05%	49.77%	49.57%	48.35%	50.48%	51.35%	51.55%	51.36%	51.73%	52.65%	50.93%	51.29%	(0.36%)
Medicare	13.97%	14.67%	15.00%	15.65%	15.56%	15.99%	15.05%	15.35%	14.14%	14.23%	14.55%	14.65%	15.15%	14.90%	0.25%
Self Pay	10.51%	11.21%	11.27%	12.94%	12.89%	13.31%	11.98%	10.40%	11.96%	12.03%	10.23%	9.37%	10.26%	11.51%	(1.25%)

# Payor Mix Trend



## Surg IP- Payor Mix 12 Mo Mar- 24

Surg IP	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	12-Mo Avg	Mar to Avg Var
Commercial	22.61%	20.76%	22.11%	21.13%	19.27%	22.30%	21.32%	23.33%	21.40%	22.29%	21.85%	18.42%	22.36%	21.40%	0.96%
Government	6.58%	6.51%	5.65%	5.42%	6.29%	5.45%	8.10%	5.42%	4.15%	5.29%	4.29%	4.47%	5.65%	5.64%	0.01%
Medicaid	36.95%	38.45%	36.12%	42.28%	41.80%	36.06%	38.04%	34.93%	38.52%	36.52%	34.46%	40.66%	38.08%	37.90%	0.18%
Medicare	29.19%	29.49%	30.59%	26.29%	28.05%	32.60%	28.05%	33.55%	31.13%	29.35%	34.07%	32.50%	30.47%	30.41%	0.06%
Self Pay	4.67%	4.79%	5.53%	4.88%	4.59%	3.59%	4.49%	2.77%	4.80%	6.55%	5.33%	3.95%	3.44%	4.66%	(1.22%)

## Surg OP- Payor Mix 12 Mo Mar- 24

Surg OP	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	12-Mo Avg	Mar to Avg Var
Commercial	24.63%	29.95%	31.80%	33.40%	29.86%	34.15%	31.45%	33.75%	30.70%	33.46%	32.67%	26.34%	31.72%	31.01%	0.71%
Government	7.01%	7.37%	9.00%	8.64%	6.64%	9.11%	8.00%	5.21%	5.27%	5.73%	6.47%	6.27%	6.07%	7.06%	(0.99%)
Medicaid	42.24%	35.25%	36.40%	34.55%	38.38%	33.10%	36.00%	31.24%	33.52%	35.85%	35.49%	39.07%	31.20%	35.92%	(4.72%)
Medicare	24.42%	24.19%	20.92%	22.73%	22.99%	19.96%	22.18%	28.55%	29.57%	22.74%	23.88%	27.60%	28.25%	24.14%	4.11%
Self Pay	1.70%	3.24%	1.88%	0.68%	2.13%	3.68%	2.37%	1.25%	0.94%	2.22%	1.49%	0.72%	2.76%	1.86%	0.90%

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$414,709,476	\$447,047,663	(\$32,338,187)	(7.23%)	●
Net Patient Revenue	\$83,175,069	\$79,258,195	\$3,916,875	4.94%	●
Other Revenue	\$3,192,285	\$3,559,111	(\$366,826)	(10.31%)	●
<b>Total Operating Revenue</b>	<b>\$86,367,355</b>	<b>\$82,817,305</b>	<b>\$3,550,049</b>	<b>4.29%</b>	●
Net Patient Revenue as a % of Gross	20.06%	17.73%	2.33%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$83,671,087</b>	<b>\$80,067,164</b>	<b>\$3,603,923</b>	<b>4.50%</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>\$2,696,267</b>	<b>\$2,750,141</b>	<b>(\$53,874)</b>	<b>(01.96%)</b>	●
Add back: Depr & Amort.	\$3,980,340	\$3,223,404	\$756,935	23.48%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$6,676,607</b>	<b>\$5,973,545</b>	<b>\$703,062</b>	<b>11.77%</b>	●

# SUMMARY INCOME STATEMENT TTD MAR



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$3,609,768,238	\$3,969,720,978	(\$359,952,740)	(9.07%)	●
Net Patient Revenue	\$690,226,774	\$702,433,510	(\$12,206,737)	(1.74%)	●
Other Revenue	\$32,828,893	\$31,543,793	\$1,285,100	4.07%	●
<b>Total Operating Revenue</b>	<b>\$723,055,667</b>	<b>\$733,977,303</b>	<b>(\$10,921,636)</b>	<b>(1.49%)</b>	●
Net Patient Revenue as a % of Gross	19.12%	17.69%	1.43%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$711,056,461</b>	<b>\$716,597,122</b>	<b>(\$5,540,662)</b>	<b>(0.77%)</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>\$11,999,206</b>	<b>\$17,380,181</b>	<b>(\$5,380,975)</b>	<b>(30.96%)</b>	●
Add back: Depr & Amort.	\$35,406,392	\$30,045,478	\$5,360,914	17.84%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$47,405,598</b>	<b>\$47,425,658</b>	<b>(\$20,061)</b>	<b>(0.04%)</b>	●
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>6.56%</b>	<b>6.46%</b>	<b>0.09%</b>	<b>-</b>	

# SUMMARY INCOME STATEMENT TREND



REVENUE	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	12-Mo Avg	Mar to Avg Var
Total Gross Patient Revenue	\$401,766	\$373,152	\$389,558	\$369,657	\$375,131	\$401,381	\$391,079	\$400,966	\$398,636	\$410,625	\$413,322	\$403,919	\$414,709	\$394,099	\$20,610
Net Patient Revenue	\$77,823	\$72,544	\$74,986	\$71,836	\$73,939	\$72,307	\$75,359	\$74,525	\$72,590	\$76,932	\$86,254	\$75,115	\$83,175	\$75,351	\$7,824
Other Revenue	\$2,559	\$3,154	\$3,822	\$3,772	\$5,105	\$3,723	\$3,310	\$4,386	\$2,770	\$3,080	\$3,592	\$3,672	\$3,192	\$3,579	(\$386)
<b>Total Operating Revenue</b>	<b>\$80,382</b>	<b>\$75,699</b>	<b>\$78,808</b>	<b>\$75,607</b>	<b>\$79,044</b>	<b>\$76,030</b>	<b>\$78,669</b>	<b>\$78,910</b>	<b>\$75,359</b>	<b>\$80,012</b>	<b>\$89,846</b>	<b>\$78,787</b>	<b>\$86,367</b>	<b>\$78,929</b>	<b>\$7,438</b>
Net Patient Revenue as a % of Gross	19.37%	19.44%	19.25%	19.43%	19.71%	18.01%	19.27%	18.59%	18.21%	18.74%	20.87%	18.60%	20.06%	19.12%	0.93%
EXPENSE	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	12-Mo Avg	Mar to Avg Var
Salaries, Wages and Benefits	\$47,120	\$46,002	\$46,511	\$44,902	\$49,645	\$46,595	\$46,126	\$47,643	\$44,037	\$50,493	\$50,112	\$49,109	\$51,578	\$47,358	\$4,220
Supplies	\$14,367	\$12,810	\$13,142	\$14,540	\$13,216	\$13,699	\$15,388	\$13,165	\$15,309	\$15,488	\$14,325	\$14,015	\$15,864	\$14,122	\$1,742
Other	\$15,180	\$15,911	\$16,124	\$14,467	\$14,697	\$15,295	\$16,275	\$16,403	\$16,972	\$17,204	\$16,854	\$16,101	\$16,229	\$15,957	\$272
<b>Total Operating Expense</b>	<b>\$76,666</b>	<b>\$74,722</b>	<b>\$75,778</b>	<b>\$73,909</b>	<b>\$77,558</b>	<b>\$75,589</b>	<b>\$77,789</b>	<b>\$77,211</b>	<b>\$76,318</b>	<b>\$83,186</b>	<b>\$81,292</b>	<b>\$79,225</b>	<b>\$83,671</b>	<b>\$77,437</b>	<b>\$6,234</b>
INCOME FROM OPS	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	12-Mo Avg	Mar to Avg Var
<b>Total Inc from Ops</b>	<b>\$3,716</b>	<b>\$976</b>	<b>\$3,031</b>	<b>\$1,698</b>	<b>\$1,486</b>	<b>\$441</b>	<b>\$880</b>	<b>\$1,699</b>	<b>(\$959)</b>	<b>(\$3,174)</b>	<b>\$8,554</b>	<b>(\$438)</b>	<b>\$2,696</b>	<b>\$1,492</b>	<b>\$1,204</b>
Add back: Depr & Amort.	\$2,956	\$2,953	\$2,965	\$3,732	\$3,752	\$3,918	\$3,875	\$3,834	\$3,829	\$3,849	\$4,382	\$3,987	\$3,980	\$3,669	\$311
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$6,671</b>	<b>\$3,930</b>	<b>\$5,996</b>	<b>\$5,430</b>	<b>\$5,238</b>	<b>\$4,359</b>	<b>\$4,755</b>	<b>\$5,533</b>	<b>\$2,870</b>	<b>\$675</b>	<b>\$12,937</b>	<b>\$3,549</b>	<b>\$6,677</b>	<b>\$5,162</b>	<b>\$1,515</b>
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>8.30%</b>	<b>5.19%</b>	<b>7.61%</b>	<b>7.18%</b>	<b>6.63%</b>	<b>5.73%</b>	<b>6.04%</b>	<b>7.01%</b>	<b>3.81%</b>	<b>0.84%</b>	<b>14.40%</b>	<b>4.50%</b>	<b>7.73%</b>	<b>6.54%</b>	<b>1.19%</b>

# SALARY & BENEFIT EXPENSE



	Actual	Budget	Variance	% Variance	
Salaries	\$33,978,524	\$32,840,087	\$1,138,437	3.47%	●
Benefits	\$14,063,792	\$15,630,262	(\$1,566,470)	(10.02%)	●
Overtime	\$1,193,745	\$991,831	\$201,913	20.36%	●
Contract Labor	\$2,342,317	\$957,385	\$1,384,932	144.66%	●
<b>TOTAL</b>	<b>\$51,578,378</b>	<b>\$50,419,566</b>	<b>\$1,158,812</b>	<b>2.30%</b>	●
Paid FTEs	3,892	3,969	(77)	(1.94%)	●
SWB per FTE	\$13,251	\$12,703	\$548	4.32%	●
SWB/APD	\$2,838	\$2,375	\$463	19.50%	●
SWB % of Net	62.01%	63.61%	-	(1.60%)	●
AEPOB	6.64	5.80	0.84	14.55%	●



# SALARY & BENEFIT EXPENSE TREND



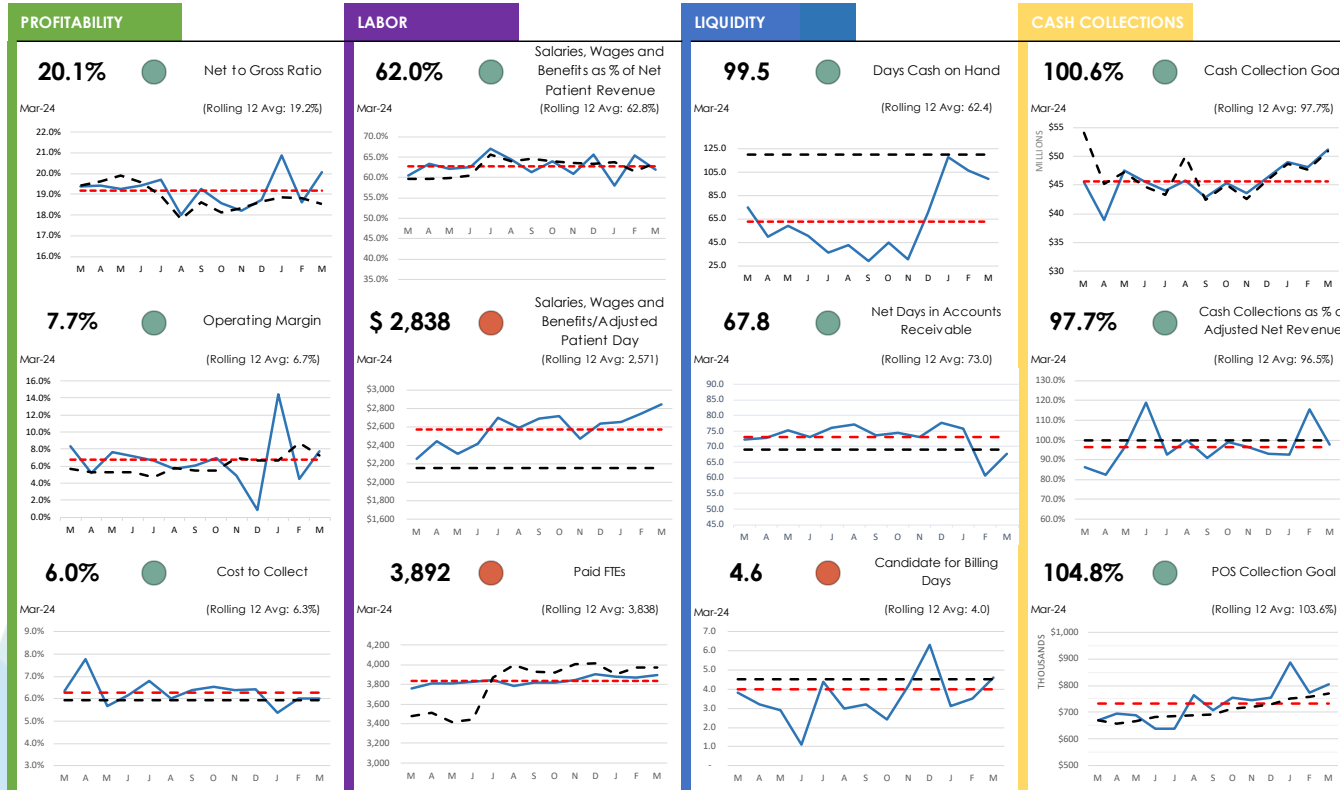
SALARY & BENEFIT EXPENSE	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	12-Mo Avg	Mar to Avg Var
Salaries	\$28,739	\$29,150	\$29,583	\$28,388	\$33,875	\$30,217	\$30,264	\$31,516	\$30,218	\$32,609	\$32,021	\$31,556	\$33,979	\$30,678	\$3,301
Benefits	\$12,671	\$12,743	\$12,670	\$12,982	\$13,781	\$14,915	\$14,663	\$14,491	\$12,451	\$14,282	\$14,934	\$13,870	\$14,064	\$13,705	\$359
Overtime	\$1,277	\$1,228	\$1,286	\$1,112	\$1,030	\$830	\$804	\$1,115	\$1,055	\$1,230	\$1,091	\$1,067	\$1,194	\$1,094	\$100
Contract Labor	\$4,432	\$2,881	\$2,971	\$2,420	\$958	\$634	\$395	\$520	\$313	\$2,373	\$2,067	\$2,616	\$2,342	\$1,882	\$461
Nursing	\$1,287	\$1,066	\$724	\$377	\$273	\$183	\$163	\$151	\$96	\$58	(\$38)	\$85	\$100	\$369	(\$269)
Physician	\$2,656	\$1,252	\$1,707	\$1,097	\$152	\$25	\$61	\$50	\$42	\$1,947	\$2,213	\$2,124	\$1,655	\$1,110	\$545
Other	\$490	\$563	\$540	\$947	\$533	\$425	\$171	\$319	\$349	\$367	(\$108)	\$407	\$587	\$417	\$170
<b>TOTAL</b>	<b>\$47,120</b>	<b>\$46,002</b>	<b>\$46,511</b>	<b>\$44,902</b>	<b>\$49,645</b>	<b>\$46,595</b>	<b>\$46,126</b>	<b>\$47,643</b>	<b>\$44,037</b>	<b>\$50,493</b>	<b>\$50,112</b>	<b>\$49,109</b>	<b>\$51,578</b>	<b>\$47,358</b>	<b>\$4,220</b>
Paid FTE	3,762	3,813	3,810	3,831	3,847	3,788	3,816	3,821	3,848	3,908	3,880	3,873	3,892	3,833	59
SWB per FTE	\$12,525	\$12,063	\$12,207	\$11,722	\$12,904	\$12,300	\$12,088	\$12,470	\$11,443	\$12,919	\$12,917	\$12,679	\$13,251	\$12,353	\$898
SWB/APD	\$2,205	\$2,371	\$2,304	\$2,414	\$2,700	\$2,585	\$2,685	\$2,715	\$2,461	\$2,630	\$2,649	\$2,746	\$2,838	\$2,539	\$299
SWB % of Net	<b>60.55%</b>	<b>63.41%</b>	<b>62.03%</b>	<b>62.51%</b>	<b>67.14%</b>	<b>64.44%</b>	<b>61.21%</b>	<b>63.93%</b>	<b>60.67%</b>	<b>65.63%</b>	<b>58.10%</b>	<b>65.38%</b>	<b>62.01%</b>	<b>62.92%</b>	<b>(0.90%)</b>
OT % of Productive	<b>3.68%</b>	<b>3.74%</b>	<b>3.76%</b>	<b>3.57%</b>	<b>2.97%</b>	<b>2.47%</b>	<b>2.65%</b>	<b>2.79%</b>	<b>3.11%</b>	<b>3.21%</b>	<b>3.12%</b>	<b>3.05%</b>	<b>3.26%</b>	<b>3.18%</b>	<b>0.08%</b>
AEPOB	<b>5.46</b>	<b>5.90</b>	<b>5.85</b>	<b>6.18</b>	<b>6.49</b>	<b>6.51</b>	<b>6.66</b>	<b>6.75</b>	<b>6.45</b>	<b>6.31</b>	<b>6.36</b>	<b>6.28</b>	<b>6.64</b>	<b>6.27</b>	<b>0.37</b>

# EXPENSES MAR



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,574,602	\$3,066,553	(\$491,951)	(16.04%)	●
Supplies	\$15,863,708	\$14,159,117	\$1,704,591	12.04%	●
Purchased Services	\$6,654,991	\$6,279,653	\$375,338	5.98%	●
Depreciation	\$2,449,430	\$2,364,147	\$85,283	3.61%	●
Amortization	\$1,530,910	\$859,257	\$671,652	78.17%	●
Repairs & Maintenance	\$1,300,388	\$931,621	\$368,766	39.58%	●
Utilities	\$410,894	\$688,744	(\$277,850)	(40.34%)	●
Other Expenses	\$1,042,858	\$1,056,379	(\$13,520)	(1.28%)	●
Rental	\$264,929	\$242,127	\$22,801	9.42%	●
<b>Total Other Expenses</b>	<b>\$32,092,709</b>	<b>\$29,647,599</b>	<b>\$2,445,111</b>	<b>8.25%</b>	●

# KEY FINANCIAL INDICATORS



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

# FY24 CASH FLOW



	March 2024	February 2024	January 2024	YTD of FY2024
<b>Operating Activities</b>				
Cash received from patients and payors	51,969,423	79,056,021	169,489,306	827,952,190
Cash paid to vendors	(22,298,958)	(34,726,064)	(21,459,970)	(255,519,754)
Cash paid to employees	(44,423,026)	(46,271,127)	(46,368,793)	(412,460,704)
Other operating receipts/(disbursements)	3,195,848	3,671,506	3,639,433	32,983,963
Net cash provided by/(used in) operations	(11,556,713)	1,730,336	105,299,974	192,955,696
<b>Investing Activities</b>				
Purchase of property and equipment, net	(4,131,257)	(7,475,930)	(9,704,021)	(55,083,943)
Interest received	612,419	589,246	541,007	8,299,944
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	4,082,100	7,409,961	1,176,482	62,446,666
Net cash provided by/(used in) investing activities	563,262	523,277	(7,986,532)	15,662,667
<b>Financing Activities</b>				
From/(to) Clark County	-	-	5,000,000	5,000,000
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	(6,565,000)
Interest paid	-	-	-	(104,068)
Other	3,563	-	-	3,388
Net cash provided by/(used in) financing activities	3,563	-	5,000,000	(1,665,679)
Increase/(decrease) in cash	(10,989,888)	2,253,612	102,313,442	206,952,683
Cash beginning of period	252,793,640	250,540,028	148,226,586	34,851,069
Cash end of period	241,803,752	252,793,640	250,540,028	241,803,752
Unrestricted cash	241,803,752	252,793,640	250,540,028	241,803,752
Cash restricted by donor	4,238,004	4,152,119	4,077,372	4,238,004
Internally designated cash	16,756,834	20,838,934	28,248,895	16,756,834

# FY24BALANCE SHEET HIGHLIGHTS



	<b>Mar 2024</b>	<b>Feb 2024</b>	<b>Jan 2024</b>
<b>CASH</b>			
Unrestricted	\$ 241.8	\$ 252.8	\$ 250.5
Restricted by donor	4.2	4.2	4.1
Internally designated	16.8	20.8	28.2
	\$ 262.8	\$ 277.8	\$ 282.8
<b>NET WORKING CAPITAL</b>	\$ 326.8	\$ 321.5	\$ 319.8
<b>NET PP&amp;E</b>	\$ 246.2	\$ 243.1	\$ 234.7
<b>LONG-TERM DEBT</b>	\$ -	\$ -	\$ -
<b>NET PENSION LIABILITY</b>	\$ 630.4	\$ 630.4	\$ 630.4
<b>NET POSITION</b>	\$ (165.5)	\$ (168.5)	\$ (168.5)

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
April 17, 2024

Agenda Item #

**5**

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

<b>Issue:</b> <b>Proposed Final Operating Budget for FY 2025</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee review and recommend for approval by the Governing Board, the Proposed Final FY2025 Operating Budget to be submitted to Clark County, and discuss any changes; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Chief Financial Officer will present the proposed final FY2025 Preliminary Operating Budget.

Cleared for Agenda  
April 17, 2024

Agenda Item #

**6**



TRAUMA

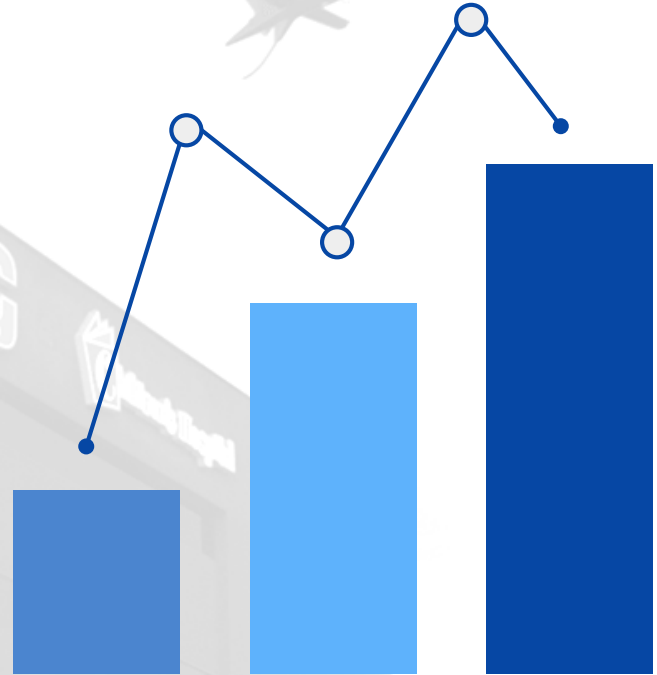
UMC  
UNIVERSITY MEDICAL CENTER



# FY2025 Proposed Budget

April 17, 2024

Audit & Finance Committee





# FY2025 BUDGET KE\$TATS



	FY25 Budget	FY25 Prelim Budget	Variance	%
APDs	222,608	222,768	(160)	(0.07%)
Total Admissions	24,265	24,265	-	0.00%
Observation Days	12,944	12,944	-	0.00%
AADC	610	610	-	0.00%
ALOS (Adm)	5.91	5.91	-	0.00%
Hospital CMI	1.84	1.84	-	0.00%
Medicare CMI	2.05	2.05	-	0.00%
IP Surgery Cases	9,727	9,727	-	0.00%
OP Surgery Cases	6,839	6,839	-	0.00%
Total ER Visits	110,818	110,818	-	0.00%
Quick Care	249,933	254,708	(4,774)	(1.87%)
Primary Care	80,099	80,099	-	0.00%
Deliveries	1,583	1,583	-	0.00%

# FY2025 BUDGET KEYS TATS



	FY25 Budget	FY24 Projection	Variance	%
APDs	222,608	222,613	(5)	(0.00%)
Total Admissions	24,265	23,280	985	4.23%
Observation Days	12,944	13,113	(169)	(1.29%)
AADC	610	608	2	0.33%
ALOS (Adm)	5.91	6.06	(0.15)	(2.48%)
Hospital CMI	1.84	1.83	0.01	0.55%
Medicare CMI	2.05	2.05	-	0.00%
IP Surgery Cases	9,727	9,438	289	3.06%
OP Surgery Cases	6,839	6,511	328	5.04%
Total ER Visits	110,818	108,645	2,173	2.00%
Quick Care	249,933	253,475	(3,542)	(1.40%)
Primary Care	80,099	75,655	4,444	5.87%
Deliveries	1,583	1,552	31	2.00%

# FY2025 BUDGET INCOME STATEMENT SUMMARY



REVENUE	FY25 Budget	FY25 Prelim Budget	Variance	% Variance	
Total Gross Patient Revenue	\$5,300,303,066	\$5,304,137,564	(\$3,834,498)	(0.07%)	●
Adjusted Net Patient Revenue	\$636,793,551	\$636,810,276	(\$16,725)	(0.00%)	●
Supplemental Payments	\$335,296,919	\$337,909,861	(\$2,612,942)	(0.77%)	●
<b>Net Patient Revenue</b>	<b>\$972,090,470</b>	<b>\$974,720,137</b>	<b>(\$2,629,667)</b>	<b>(0.27%)</b>	●
Other Revenue	\$42,430,586	\$42,430,586	(\$0)	(0.00%)	●
<b>Total Operating Revenue</b>	<b>\$1,014,521,056</b>	<b>\$1,017,150,723</b>	<b>(\$2,629,667)</b>	<b>(0.26%)</b>	●
Net Patient Revenue as a % of Gross	18.34%	18.38%	(0.04%)		
EXPENSE	FY25 Budget	FY25 Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$1,023,652,953</b>	<b>\$1,012,232,200</b>	<b>\$11,420,753</b>	<b>1.13%</b>	●
INCOME FROM OPS	FY25 Budget	FY25 Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$9,131,897)</b>	<b>\$4,918,524</b>	<b>(\$14,050,421)</b>	<b>(285.66%)</b>	●
Add back: Depr & Amort.	\$47,847,766	\$47,732,409	\$115,357	(0.24%)	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$38,715,869</b>	<b>\$52,650,932</b>	<b>(\$13,935,063)</b>	<b>(26.47%)</b>	●
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>3.82%</b>	<b>5.18%</b>	<b>(1.36%)</b>		

# FY2025 BUDGET INCOME STATEMENT SUMMARY



REVENUE	FY25 Budget	FY24 Projection	Variance	% Variance	
Total Gross Patient Revenue	\$5,300,303,066	\$4,816,254,960	\$484,048,106	10.05%	●
Adjusted Net Patient Revenue	\$636,793,551	\$575,952,725	\$60,840,826	10.56%	●
Supplemental Payments	\$335,296,919	\$351,786,541	(\$16,489,622)	(4.69%)	●
<b>Net Patient Revenue</b>	<b>\$972,090,470</b>	<b>\$927,739,265</b>	<b>\$44,351,205</b>	<b>4.78%</b>	●
Other Revenue	\$42,430,586	\$43,484,310	(\$1,053,724)	(2.42%)	●
<b>Total Operating Revenue</b>	<b>\$1,014,521,056</b>	<b>\$971,223,575</b>	<b>\$43,297,481</b>	<b>4.46%</b>	●
Net Patient Revenue as a % of Gross	18.34%	19.26%	(0.92%)		
EXPENSE	FY25 Budget	FY24 Projection	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$1,023,652,953</b>	<b>\$948,774,680</b>	<b>\$74,878,273</b>	<b>7.89%</b>	●
INCOME FROM OPS	FY25 Budget	FY24 Projection	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>(\$9,131,897)</b>	<b>\$22,448,895</b>	<b>(\$31,580,792)</b>	<b>(140.68%)</b>	●
Add back: Depr & Amort.	\$47,847,766	\$46,776,553	\$1,071,213	(2.29%)	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$38,715,869</b>	<b>\$69,225,448</b>	<b>(\$30,509,579)</b>	<b>(44.07%)</b>	●
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>3.82%</b>	<b>7.13%</b>	<b>(3.31%)</b>		

Agreements with \$0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
7	NRS 332.115(1)(f)	No	Alignment Health Plan of Nevada	Amendment	No	2 Years	90 days w/o cause	Revenue based on volume	Managed care	This Amendment is to extend the term through March 31, 2026
8	NRS 332.115(1)(f)	No	Molina Healthcare	Amendment	No	2 Years	90 days w/o cause	Revenue based on volume	Managed care	This Amendment is to add the Primary Care Provider Pay-For-Quality Bonus Program

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
9	NRS 332.115(1)(h)	No	Clinical Computer Systems, Inc.	Amendment	No	3 Years	Anytime w/o cause - Prorated fee	Base Agreement \$338,941 Amendment/Quote \$419,600 Cumulative Total 808,581	None	Savings	IS-UMC	This Amendment One and Quote requests to extend the term through December 31, 2026, increase the funding by an additional \$419,600, and add OBIX Perinatal Solutions. This solution monitors the health of obstetric patients and their babies closely. The fetal monitor tracks the baby's heart rate, variability, and changes, as well as the mother's vital signs and status. OBIX connects these monitors with EPIC, which displays all the information on electronic monitors in real-time. This system allows nurses and physicians to make informed decisions and prioritize patient safety. OBIX is an industry standard and its upgraded version will offer enhanced patient safety features and better functionality.
10	NRS 450.525 NRS 450.530	Yes	Stryker	New Equipment Schedule	N/A	4 Years	Budget Act and Fiscal Fund Out	Base Agreement \$2,015,774.17	N/A	None	OR	The Equipment Schedule is to lease ortho power saws and equipment. Increases power inventory with the most up-to-date equipment which supports Ortho service line growth for the OR.
11	NRS 450.530	Yes	Vero Biotech Inc.	New Contract	N/A	3 Years	After the initial six months, either party may terminate, without Cause, upon 180 days written notice to the other party.	\$200,000 Annual; \$600,000 total	None	N/A	Respiratory Services	To provide tankless inhaled nitric oxide (iNO) and accompanying services in the neonatal intensive care unit (NICU) and the pediatric intensive care unit (PICU).
12	NRS 332.115(1)(b)	No	Professional Services Agreement (Individual Diagnostic Teleradiology Coverage)	New Contract	N/A	1 year with 2 additional 1-year optional renewal periods	180 days w/o cause	\$3,575.00 per shift, NTE annual \$643,500 each provider; Additional shifts compensated at NTE annual \$804,375.00 each provider	None	None	Radiology	To establish a template Professional Services Agreement for individual diagnostic teleradiology coverage. This template will be used to contract with identified providers for a 1-year term and a not-to-exceed annual compensation of \$643,500.00. If an identified provider works additional shifts, the compensation will not exceed \$804,375 annually. Both proposed compensation amounts have been determined to be within fair market value and commercially reasonable.
13	NRS 332.115(1)(b)	No	UNLV Medicine and the Board of Regents of the Nevada System of Higher Education of behalf of the Kirk Kekorian School of Medicine at UNLV	New Contract	No	2 years with 2 additional 1-year autorenewals	180 days w/o cause	\$5,694,000 annual - Professional Services; \$385,200 annual - Admin Services	None	Increase	Executive Office	Provider will provide 24/7 on-call and consultative coverage to UMC's inpatients and outpatients of the Surgery, Otolaryngology, Emergency and Trauma departments for the following surgical subspecialties: (1) otorhinolaryngology, (2) plastics (micro and replantation), (3) pediatrics, (4) colorectal, (5) trauma and trauma ICU, (6) general surgery, and (7) burn care.
14	NRS 450.525	N/A	Philips Healthcare	Change Order	Yes	Until Completion of Project	Term for Convenience 60 days w/o cause	Base Agreement NTE \$4,230,775.38 Change Order NTE \$1,303,894.00 Cumulative Total NTE \$5,534,669.38	Capital \$1,303,894.00	None	Cath Lab	Request Board to approve the Change Order with Philips Healthcare for the expansion of the Turnkey Philips Azurion 7 C20 Future Lab EP3 Project. The additional construction work is required as the State of Nevada adopted the 2022 FGI Health Care Construction Building requirements in May 2023. The new code cycle contained more stringent/additional requirements related to Cath Lab recovery room space, which required the facility to incorporate the revised requirements into the project to insure state compliance and licensing.

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

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

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000850000	Funded Pgm/Grant: N/A
Description: Managed Care Services	
Bid/RFP/CBE: NRS332.115(1)(f) - Insurance	
Term: Amendment 1 – extend through March 31, 2026	
Amount: Revenue based on volume	
Out Clause: 90 days w/o cause	

**BACKGROUND:**

On March 30, 2020, the Governing Board approved the Hospital Agreement (“Agreement”) with Alignment Health Plan of Nevada, Inc., (“Alignment”) to provide its Medicare Advantage health plan network members healthcare access to hospital services. The Agreement term is for two (2) years effective April 1, 2022 through March 31, 2024 unless terminated for convenience with a 90-day written notice.

This request is for ratification of the Amendment One to the Hospital Agreement to extend the term through March 31, 2026. All other terms and conditions shall remain in full force and effect. This Amendment was entered into immediately to be effective as April 1, 2024.

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

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

Cleared for Agenda  
April 17, 2024

Agenda Item #

**7**

**AMENDMENT ONE TO THE  
HOSPITAL AGREEMENT  
BETWEEN  
ALIGNMENT HEALTH PLAN OF NEVADA, INC.  
AND  
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

**THIS AMENDMENT ONE** (“Amendment”), dated and effective April 01, 2024 (the Effective Date”), amends the Hospital Agreement by and between **Alignment Health Plan of Nevada, Inc.** (“AHP”), a Nevada corporation organized under the laws of the State of Nevada and **University Medical Center of Southern Nevada** (“Hospital”).

Whereas, the Parties have previously executed a **Hospital Service Agreement effective April 1, 2022, as amended** (“Agreement”); and

**WHEREAS**, AHP and Hospital desire to amend the Agreement to modify the Term of Agreement.

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

- 5.1 **Term of Agreement**. The term of this Agreement shall be extended for twenty-four (24) months, commencing on April 1, 2024 (“Effective Date”) and ending March 31, 2026 at 11:59 pm.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

Page 40 of 170



IN WITNESS WHEREOF, the undersigned Parties hereto agree to this "Amendment of the Amendment Effective Date April 1, 2024.

Alignment Health Plan of Nevada, Inc.  
Nevada

University Medical Center of Southern  
Nevada

By: DocuSigned by:  
Tammy Marovich  
8AE1C8E20B7A400...  
Print: Tammy Marovich

By: Mason Van Houweling  
Print Name: Mason Van Houweling

Title: National SVP Network Strategy & Market De  
Date: 2/23/2024 | 11:49:06 AM PST

Title: Chief Executive Officer  
Date: 4/2/24  
Tax ID# 88-6000436  
NPI # 1548393127  
CAQH# \_\_\_\_\_

Notices to:

University Medical Center of  
Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102  
Attn: Chief Executive Officer  
(702) 383-2000

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 3</b>						
<b>Corporate/Business Entity Name:</b>		Alignment Health Plan of Nevada, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1600 Town and County Road, Ste 1600		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Orange, CA 92868		<b>POC Name:</b>		
<b>Telephone No:</b>		844-310-2247		<b>Email:</b>		
<b>Telephone No:</b>		844-310-2247		<b>Fax No:</b>		
<b>Nevada Local Street Address: (If different from above)</b>		8395 West Sunset Road, Suite 110		<b>Website:</b> alignmenthealthplan.com		
<b>City, State and Zip Code:</b>		Las Vegas, Nevada 89119		<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> Raynette Howard		
				<b>Email:</b> rhoward@ahcusa.com		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See Attachment 1		

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No See Attachment 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.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
  - Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

DocuSigned by:  Signature	Tammy Marovich Print Name
National SVP, Network Strategy & Market Development Title	2/27/2024   5:03:55 PM PST Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

**For UMC Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

## DISCLOSURE OF RELATIONSHIP

### ATTACHMENT 1

100% of the ownership of Alignment Health Plan of Nevada, Inc. is held indirectly by a publicly traded company: Alignment Healthcare, Inc.

The following are the officers and directors of Alignment Health Plan of Nevada, Inc.:

Directors:

John Kao

Thomas Freeman

Christopher Joyce

Dawn Maroney

Vina Fuentebella

Officers:

John Kao (CEO)

Christopher Joyce (Secretary)

Thomas Freeman (CFO)

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

<b>Issue:</b> <b>First Amendment to the Value-Based Payment Programs with Molina Healthcare of Nevada, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>	
<p><b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the First Amendment to the Value-Based Payment Programs with Molina Healthcare of Nevada, Inc.; or take action as deemed appropriate. (For possible action)</b></p>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000850000	Funded Pgm/Grant: N/A
Description: Managed Care Services	
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance	
Term: 1/1/2024 – 12/31/2024, with two 1-year auto renew options	
Amount: Revenue	
Out Clause: 90 days w/o cause	

**BACKGROUND:**

In January 1, 2023, UMC entered into a Primary Care Provider Pay-For-Quality Bonus Program under the Hospital Service Agreement (“Agreement”) with Molina Healthcare of Nevada, Inc. (“Molina”) to provide a quality bonus payment program that recognizes eligible providers who demonstrate the best quality of care for its Health Plan Medicaid PCP P4Q Program Members. The Agreement term is for one (1) year from January 1, 2023 through December 31, 2023. Either party may terminate this Agreement with a 90-day written notice to the other.

This First Amendment requests to extend the term of the Agreement from January 1, 2024 through December 31, 2024, with two 1-year auto renew options. All other terms and conditions will remain in full force and effect.

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

Molina currently holds a Clark County business license.

Cleared for Agenda  
April 17, 2024

Agenda Item #

**8**

**FIRST AMENDMENT TO THE  
MOLINA HEALTHCARE OF NEVADA, INC.  
VALUE-BASED PAYMENT PROGRAMS**

THIS FIRST AMENDMENT (“Amendment”) is by and between Molina Healthcare of Nevada, Inc. (“Health Plan”) and University Medical Center of Southern Nevada, an acute care hospital, which employs primary care physicians licensed to practice medicine in the State of Nevada (hereinafter referred to as “Provider”), enter into this Value-Based Payment Programs Amendment (“Amendment”) on the Effective Date specified below. The Provider and Health Plan each are referred to as a “Party” and are collectively referred to as the “Parties” in this Amendment.

**RECITALS**

- A. **Whereas**, a 2023 Primary Care Provider Pay-For-Quality Bonus Program (the “Agreement”) was made part of the Hospital Services Agreement, effective January 1, 2022, entered into between the parties; and
- B. **Whereas**, in accordance with the quality provisions set forth in the Agreement, the Parties would like to manage the overall quality of care for Provider’s patients who are Members to help ensure that Medically Necessary health care and related services and supplies are provided in a manner that is safe, effective, patient-centered, timely, efficient, and equitable; and
- C. **Whereas**, the Parties desire to amend the Agreement so that Provider may participate in Health Plan’s Value-Based Payment Programs listed in Section 1.1, which gives Provider the opportunity to earn incentives through improving the overall quality care provided and outcomes.

**Now, therefore**, in consideration of the representations stated in the recitals, which are incorporated into the Amendment, and the rights and duties noted in the Amendment, the Parties agree to amend the Agreement as stated in this Amendment.

**1.1 Value-Based Payment Programs.**

- a. Attachment H – Primary Care Provider Pay-For-Quality Bonus Program, which is attached to this Amendment, is added to the Agreement.

**1.2 Effective Date.** This Amendment becomes effective on January 1, 2024.

**1.3 Use of Defined Terms.** The capitalized terms in this Amendment will have the same meaning given to the terms in the Agreement unless otherwise noted in this Amendment.

**1.4 Full Force and Effect.** Except as modified by this Amendment, the Agreement will remain the same and will continue in full force and effect in accordance with its terms. The terms of this Amendment will control if there is a conflict between this Amendment and the Agreement or an earlier amendment. All prior agreements and amendments solely between the Parties establishing a quality incentive are deemed terminated and no longer in effect as of the Effective Date of this Amendment.

**1.5 Counterparts.** This Amendment may be executed in one or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

**Signature Authorization Page Follows**

### Signature Authorization


In consideration of the promises and representations stated, the Parties agree as set forth in this Amendment. The Authorized Representative acknowledges, warrants, and represents that the Authorized Representative has the authority and authorization to act on behalf of their Party. The Authorized Representative further acknowledges and represents that they received and reviewed this Amendment in its entirety.

The Authorized Representative for each Party executes this Amendment with the intent to bind the Parties in accordance with this Amendment.

#### Provider Signature and Information.

Provider’s Legal Name (“Provider”) – as listed on applicable tax form (i.e., W-9): University Medical Center of Southern Nevada	
Authorized Representative’s Signature:	Authorized Representative’s Name – Printed: Mason Van Houweling
Authorized Representative’s Title: Chief Executive Officer	Authorized Representative’s Signature Date:
Tax ID Number – As listed on corresponding tax form: 88-6000436	
Value-Based Payment Programs Notice – Address: 1800 West Charleston Blvd., Las Vegas, NV 89102	

#### Health Plan Signature and Information.

Molina Healthcare of Nevada, Inc. (“Health Plan”)	
Authorized Representative’s Signature: 	Authorized Representative’s Name – Printed: Sara Cooper
Authorized Representative’s Title: VP, Network Mgmt. and Ops	Authorized Representative’s Countersignature Date: 3/29/24



**ATTACHMENT H**

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

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 84</b>						
<b>Corporate/Business Entity Name:</b> Molina Healthcare of Nevada, Inc.						
<b>(Include d.b.a., if applicable)</b> n/a						
<b>Street Address:</b> 8329 W Sunset Road Suite 100			<b>Website:</b> <a href="http://www.molinahealthcare.com">www.molinahealthcare.com</a>			
<b>City, State and Zip Code:</b> Las Vegas, NV 89117			<b>POC Name:</b> Sara Irizarry			
			<b>Email:</b> <a href="mailto:sara.irizarry@molinahealthcare.com">sara.irizarry@molinahealthcare.com</a>			
<b>Telephone No:</b> 725-246-2099			<b>Fax No:</b>			
<b>Nevada Local Street Address:</b> (If different from above)			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b>			
			<b>Email:</b>			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Molina Healthcare, Inc., a Delaware corporation (NYSE:MOH)	Sole shareholder	100%
<hr/>		
(No individuals hold any stock of Molina Healthcare of Nevada, Inc.)		

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No MHNV is not a publicly-traded corporation, but it is wholly owned by Molina Healthcare, Inc., a publicly-traded corporation. Therefore, we do not believe the section below logically applies.

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.

**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

Sara Irizarry  
Signature

Sara Irizarry  
Print Name

VP, Network Management  
Title

3/20/23  
Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

**For UMC Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b> <b>Amendment One and Quote with Clinical Computer Systems, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>	
<p><b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment One and Quote with Clinical Computer Systems, Inc. for OBIX Support Services and Perinatal Solutions; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. <i>(For possible action)</i></b></p>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: OBIX Support Services and Perinatal Solutions	
Bid/RFP/CBE: NRS 332.115(1)(h) – Software	
Term: Amendment 1 – Extend through 12/31/2026	
Amount: Amendment 1 – additional 419,600; Total cumulative \$808,581	
Out Clause: Anytime w/o cause - Prorated fee	

**BACKGROUND:**

On January 1, 2020, UMC entered into an Agreement with Clinical Computer Systems, Inc. for OBIX Support Services for maternal and fetal monitoring. These services include 24/7 technical phone support, on-site labor as required, live webinars, consultative services, and upgrades to improve system features and functions. UMC agreed to compensate CCSI \$388,981 for sixty (60) months from January 1, 2020, through December 31, 2024.

This Amendment One and Quote requests to extend the term through December 31, 2026, increase the funding by an additional \$419,600, and add OBIX Perinatal Solutions. This solution monitors the health of obstetric patients and their babies closely. The fetal monitor tracks the baby’s heart rate, variability, and changes, as well as the mother’s vital signs and status. OBIX connects these monitors with EPIC, which displays all the information on electronic monitors in real-time. This system allows nurses and physicians to make informed decisions and prioritize patient safety. OBIX is an industry standard and its upgraded version will offer enhanced patient safety features and better functionality. Staff also requests authorization for the Hospital CEO to execute extension options and amendments that are within his yearly delegation of authority if deemed beneficial to UMC.

Cleared for Agenda  
April 17, 2024

Agenda Item #

**9**

UMC's Chief Information Officer has reviewed and recommends approval of the Amendment and Quote. The Amendment and Quote have been approved as to form by UMC's Office of General Counsel.

## OBIX® Perinatal Solutions Price Quotation

**Customer:**

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

**Customer Contact:**

Rosemary Gharibian, BSN, RN

**Quoted By:** Diana Sturlis

**Email:** Diana.Sturlis@obix.com

**Phone:** 630-673-3553

**Date:** 03/11/2024

**Price Quotation Number:** 45175465 - R6

**BPY Tier:** 3,750

**Quote Expire Date:** 06/09/2024

***THIS PRICE QUOTATION AND THE TERMS HEREIN ARE CONFIDENTIAL TO CCSI AND  
MAY NOT BE DISSEMINATED WITHOUT CCSI'S WRITTEN CONSENT***

**Project Description:** COLD Feed, UA Tool and Medication Administration Interface with v9 Upgrade

### Totals

Software:	\$88,660
Software Services:	\$19,284
<b>Grand Total:</b>	<b>\$107,944</b>

Authorized Signature

Date

P.O. Number

*Please email completed price quotations, purchase orders and contracts to: [orders@obix.com](mailto:orders@obix.com)*

### Software Detail

Location	Category	Item	Notes	Qty	Unit Price	Credit	Discount	Total Price
University Medical Center of Southern Nevada	Surveillance and Archiving	Uterine Activity (UA) Tool		1	\$20,485	\$0		\$20,485
University Medical Center of Southern Nevada	Interfaces	Inbound Medication Administration to EFM Strip Chart		1	\$16,530	\$0		\$16,530



Location	Category	Item	Notes	Qty	Unit Price	Credit	Discount	Total Price
University Medical Center of Southern Nevada	Interfaces	Document Imaging Interface (COLD Feed)		1	\$32,237	\$0		\$32,237
University Medical Center of Southern Nevada	Surveillance and Archiving	Maternal Alerts		1	\$19,408	\$0		\$19,408
University Med Center of Southern Nevada	Services and Misc.	Support Upgrade		1	\$0	\$0		\$0

Software List Price:	\$88,660
Software Credit:	\$0
Applicable Discount Amount:	\$0
Software Net:	\$88,660
Other:	\$0
Software Total Price:	\$88,660

**Software Service Detail**

Location	Software Service	Net Price
University Medical Center of Southern Nevada	OBIX Online Education	Included
	Technical Configuration Labor	\$0
	Installation Labor	\$15,073
	Project Management	\$4,211
	Clinical Services	Included
	Escrow	\$0
	Travel Expenses	\$0

**Years of Software Support Services**

Year	Price
Year 1	\$19,505
Year 2	\$20,480
Year 3	\$21,504

## Terms

This Price Quotation and the items offered hereunder are subject to the following terms and Customer entering into such agreements as required by CCSI.

Licenses of Software by new Customers and purchases of related Software Services and Software Support and miscellaneous items related thereto are governed by the Software License and Support Agreement between CCSI and the Customer, including its exhibits, and the Project Plan delivered with this Price Quotation, all of which are incorporated therein by reference. With respect to any such licenses and purchases, this Price Quotation will be appended as an exhibit to such Software License and Support Agreement.

Licenses by current Customers of Software for any additional facility or for Add-On Software and any services and miscellaneous items related thereto are governed by the Software License Agreement and Support Services Agreement or the Software License and Support Agreement previously entered into by CCSI and Customer or Company's predecessor(s) (as the same may be amended, including, without limitation any restated Support Services Agreement required by CCSI for renewals of Software Support Services) and the Project Plan delivered with this Quotation, all of which are incorporated herein in full by this reference. Customer confirms that Customer has copies of all such prior agreements for its review. Add-On Software is additional modules of Software newly licensed to Customer subsequent to the original license of Software pursuant to such agreements. Licenses by current Customers of Software for multiple additional facilities requires an amendment to such prior agreement(s) in a form provided by CCSI.

Purchase of Hardware is subject to the Terms and Conditions of Sale and Services effective on the date of this Price Quotation and the Project Plan delivered with this Price Quotation, both of which are incorporated herein in full by this reference. The Terms and Conditions of Sale and Services are available at [https://www.obix.com/beca\\_terms/](https://www.obix.com/beca_terms/) and also will be sent by mail or email to the Customer upon written request.

The Project Plan referenced herein accompanies this Price Quotation and Customer acknowledges receipt of the same.

Purchase of Other Vendor Products are governed by any agreements or terms and conditions required by the Other Vendor. OTHER VENDOR PRODUCTS ARE SOLD "AS IS" AND ARE NOT COVERED BY CCSI'S WARRANTIES AND CCSI DISCLAIMS ALL WARRANTIES RELATED TO OTHER VENDOR PRODUCTS AND ANY SERVICES PROVIDED WITH RESPECT THERETO WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OR APPLICATION WARRANTIES, OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. CUSTOMER AGREES TO THE FOREGOING AND CUSTOMER FURTHER AGREES THAT IT SHALL MAKE NO CLAIM AGAINST CCSI WITH RESPECT TO, OR RELATED TO, SUCH OTHER VENDOR PRODUCTS AND SERVICES RELATED THERETO AND RELEASES CCSI WITH RESPECT TO THE SAME.

CCSI objects to any other additional or different terms in the Customer's purchase order or other document and any such additional or different terms and conditions will be null and void.

Applicable taxes may be added. Sales tax will be waived upon receipt of Customer's tax exemption certificate.

All offers subject to credit check.

OBIX Perinatal Data System payment terms are 80% due at contract signing, and 20% due at go live unless otherwise expressly stated and mutually agreed to in the Customer contract. Software support payment terms are as defined in the Software Licenses and Support Agreement.

Software is licensed based on Customer's reported birth's per year (BPY). Upon each occurrence of a renewal of the Term of the Software Support, current BPY will be reviewed. Should actual BPY in the year prior to such renewal exceed the licensed BPY, Customer will be responsible for purchasing additional licensing and support services.

All Costs Listed are in units

72.02.068E



**Support Services Agreement Amendment # 1**

Headquarters Contact Information:  
 2895 Greenspoint Parkway, Suite 500  
 Hoffman Estates, IL 60169

Phone: (888) 871-0963  
 Fax: (847) 622-0880

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

Date: 9/1/2023

e-mail address(es):

Attn: **Lorraine Noonan**

Lorraine.Noonan@umcsn.com

Title: Clinical Manager L&D

From: **Caroline Youash**

Phone: (888) 871-0963

Email: [Caroline.Youash@obix.com](mailto:Caroline.Youash@obix.com)

**Renewal Term:** January 1, 2024 through December 31, 2026

**BPY Level: 3,750**

**By signing below, Customer represents that the births per year ("BPY") level above has not been exceeded. Additional charges will apply when BPY is exceeded.**

**Platinum Support Services Program: Annual Maintenance Period: January 1, 2024 to December 31, 2026**  
**OBIX - MTCE OBIX Perinatal Data System Platinum Support - CORE including Platinum Support Services Program: Annual Maintenance Period: January 1, 2024 to December 31, 2026**  
**OBIX - MTCE OBIX Perinatal Data System Platinum Support - EFM Data Web Services:**

	<u>Term Dates</u>	<u>Service Fees*</u>
<b>Year 1</b>	January 1, 2024 through December 31, 2024	\$ 99,837
<b>Year 2</b>	January 1, 2025 through December 31, 2025	\$ 103,833
<b>Year 3</b>	January 1, 2026 through December 31, 2026	\$ 107,986

\*Additional Software purchases may increase the annual Service Fees.

**Renewal Total \$ 311,656**

**PO Number:** \_\_\_\_\_

**Please send a PO at least 45 days in advance of the Renewal Term if a PO number is required by your entity.**

**Renewal and Amendment.** The Parties hereby agree to renew the Support Services Agreement dated January 1, 2020, (the "Agreement") for a period of three (3) years (36 months) from January 1, 2024 (the "Effective Date") for the Service Fees set forth above. The Agreement is amended to provide that training for newly installed Software and Upgrades shall be provided using the OBIX online education program which utilizes interactive modules, videos, simulations, and quizzes. Customer is also entitled to, and shall have access to, onboarding education for new employees. Customer is entitled to such limited use of the OBIX online education program during the Renewal Term and the OBIX online education program is entitled to the same intellectual property protections as CCSI's Software under the Software License Agreement.

**Incorporation and Conflict; Execution.** This Amendment is incorporated into the Agreement as if stated therein. Except as modified by this Amendment, all terms and conditions of the Agreement remain in full force and effect. If there is any conflict between this Amendment and the Agreement, this Amendment shall control. It is expressly agreed that the terms of this Amendment and the Agreement shall supersede the terms in any purchase order or any other non-CCSI document and no terms included in any such purchase order or other non-CCSI document apply to CCSI's obligations or to the services provided herein. This Amendment may be signed in duplicate and counterparts and by electronic or facsimile signature.

The Agreement will terminate upon the expiration of any Renewal Term unless the parties agree to extend it in writing prior to the expiration thereof. In this regard, on or about ninety (90) days prior to the expiration of any Renewal Term, CCSI may give Customer notice of its proposed terms, including the Service Fees, for the provision of Support Services for the next Renewal Term in the form of an amendment to the Agreement. If Customer desires to continue the Support Services for the Renewal Term, it shall provide CCSI with an executed amendment not less than thirty (30) days after the date of such notice, and the Agreement shall continue thereafter subject to such amendment.

University Medical Center of Southern Nevada

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

Mason Van Houweling  
 Chief Executive Officer  
 DocuSigned by:

By: Milvir Shah \_\_\_\_\_ Date: April 12, 2024

Milvir Shah  
 Executive Vice President

Please complete blanks, sign and return this Support Services Agreement Amendment and purchase order via email to [finance@obix.com](mailto:finance@obix.com). CCSI will submit an invoice to Customer upon receipt.

72.02.068E



**Support Services Agreement Amendment # 1**

Headquarters Contact Information:  
 2895 Greenspoint Parkway, Suite 500  
 Hoffman Estates, IL 60169

Phone: (888) 871-0963  
 Fax: (847) 622-0880

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

Date: 9/1/2023

e-mail address(es):

Attn: **Lorraine Noonan**

Lorraine.Noonan@umcsn.com

Title: Clinical Manager L&D

From: **Caroline Youash**

Phone: (888) 871-0963

Email: [Caroline.Youash@obix.com](mailto:Caroline.Youash@obix.com)

**Renewal Term:** January 1, 2024 through December 31, 2026

**BPY Level: 3,750**

**By signing below, Customer represents that the births per year ("BPY") level above has not been exceeded. Additional charges will apply when BPY is exceeded.**

**Platinum Support Services Program: Annual Maintenance Period: January 1, 2024 to December 31, 2026**  
**OBIX - MTCE OBIX Perinatal Data System Platinum Support - CORE**

	<u>Term Dates</u>	<u>Service Fees*</u>
<b>Year 1</b>	January 1, 2024 through December 31, 2024	\$ 95,610
<b>Year 2</b>	January 1, 2025 through December 31, 2025	\$ 99,435
<b>Year 3</b>	January 1, 2026 through December 31, 2026	\$ 103,412

\*Additional Software purchases may increase the annual Service Fees.

**Renewal Total \$ 298,457**

**PO Number:** \_\_\_\_\_

**Please send a PO at least 45 days in advance of the Renewal Term if a PO number is required by your entity.**

Please complete blanks, sign and return this Support Services Agreement Amendment and purchase order via email to [finance@obix.com](mailto:finance@obix.com). CCSI will submit an invoice to Customer upon receipt.

72.02.068E



**Support Services Agreement Amendment # 1**

Headquarters Contact Information:  
 2895 Greenspoint Parkway, Suite 500  
 Hoffman Estates, IL 60169

Phone: (888) 871-0963  
 Fax: (847) 622-0880

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

Date: 9/1/2023

**OBIX Outbound EFM Data Web Services**

Attn: **Lorraine Noonan**

Lorraine.Noonan@umcsn.com

Title: Clinical Manager L&D

From: **Caroline Youash**

Phone: (888) 871-0963

Email: [Caroline.Youash@obix.com](mailto:Caroline.Youash@obix.com)

**Renewal Term:** January 1, 2024 through December 31, 2026

**BPY Level: 3,750**

**By signing below, Customer represents that the births per year ("BPY") level above has not been exceeded. Additional charges will apply when BPY is exceeded.**

**Platinum Support Services Program: Annual Maintenance Period: January 1, 2024 to December 31, 2026**

**OBIX - MTCE OBIX Perinatal Data System Platinum Support - EFM Data Web Services:**

	<u>Term Dates</u>	<u>Service Fees*</u>
<b>Year 1</b>	11/1/2024 through December 31, 2024 Added 2 months to align with the Core	\$ 4,227
<b>Year 2</b>	January 1, 2025 through December 31, 2025	\$ 4,398
<b>Year 3</b>	January 1, 2026 through December 31, 2026	\$ 4,574

\*Additional Software purchases may increase the annual Service Fees.

**Renewal Total \$ 13,199**

**PO Number:** \_\_\_\_\_

**Please send a PO at least 45 days in advance of the Renewal Term if a PO number is required by your entity.**

Please complete blanks, sign and return this Support Services Agreement Amendment and purchase order via email to [finance@obix.com](mailto:finance@obix.com). CCSI will submit an invoice to Customer upon receipt.

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 0</b>						
<b>Corporate/Business Entity Name:</b>		Clinical Computer Systems, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		2895 Greenspoint Pkwy, Suite 650		<b>Website:</b> www.obix.com		
<b>City, State and Zip Code:</b>		Hoffman Estates, IL 60169		<b>POC Name:</b> Caroline Youash		
				<b>Email:</b> caroline.youash@obix.com		
<b>Telephone No:</b>		(224) 856-3482		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

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)
Jeff Bender	Director	0%

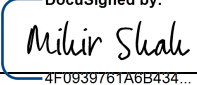
Note: Jeff Bender is the sole shareholder. CCSI is a subsidiary of N. Harris Computer Corporation ("Harris"). Jeff Bender is the CEO of Harris.

Harris is a subsidiary of Constellation Software, Inc. a publicly traded company (Toronto Stock Exchange).

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

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

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

DocuSigned by:  Signature <span style="font-size: small;">4F0939761A6B434...</span>	Mihir Shah Print Name
Executive Vice President	April 5, 2024
Title	Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

**For UMC Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
 Signature

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



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

<b>Issue:</b> <b>Equipment Schedule No. 016 to Master Agreement 21237667 (Equipment Lease Schedule) with Flex Financial, a division of Stryker Sales, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>	
<b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Equipment Schedule No. 016 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000702100	Funded Pgm/Grant: N/A
Description: Ortho Power Saws	
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 - GPO	
Term: 48 Months from Effective date	
Amount: \$2,015,774.17	
Out Clause: Budget Act and Fiscal Fund Out	

**BACKGROUND:**

In August, 2008 UMC entered Master Lease Agreement No. 21237667 with Stryker Finance, a division of Stryker Sales Corporation (“Stryker”), for laparoscope equipment and endoscopic services. In subsequent years, equipment schedules have been added to the Agreement for various hospital departments.

This request is to approve the Equipment Schedule No. 016 to Master Agreement 21237667 (“Agreement”) with Stryker to lease Ortho Power Equipment. Leasing equipment provides the most up-to-date equipment and increases power inventory, which supports Ortho service line growth, including neuro and spine service. The creation of new power trays will allow one power tray to be opened regardless of complexity of Ortho case. UMC will compensate Stryker for a total cost of \$2,015,774.17, which includes maintenance and support services for four (4) years from the Effective date.

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

Cleared for Agenda  
April 17, 2024

Agenda Item #

**10**

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

Stryker currently holds a Clark County business license.

Date: April 08, 2024

RE: Reference no:21237667

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
1800 W Charleston Blvd Attn: Receiving  
Las Vegas, Nevada 89102-2386

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

- Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- Insurance Authorization and Verification
- Opinion of Counsel
- Certificate of Acceptance
- Addendum

**\*\*Conditions of Approval: Insurance Authorization and Verification, Opinion of Counsel, Valid Tax Exemption Certificate**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

<b>Federal tax ID number:</b>	88-6000436	<b>AP address:</b>	1800 W. Charleston Blvd. Las Vegas, NV 89102
<b>Purchase order number:</b>	_____		_____
<b>Upfront Payment Check No:</b>	_____	<b>Contact name:</b>	_____
<b>Phone number:</b>	_____	<b>Email address:</b>	Accounts.payable@umcsn.com

**Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)**

Your personal documentation specialist is Megan Wilkinson and can be reached at (269) 389-1971 or by email [megan.wilkinson@stryker.com](mailto:megan.wilkinson@stryker.com) for any questions regarding these documents.

**The proposal evidenced by these documents is valid through the last business day of May, 2024**

Sincerely,

**Flex Financial, a division of Stryker Sales, LLC**

**Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.**

## EQUIPMENT SCHEDULE No:016 TO MASTER AGREEMENT No.21237667

<b>Lessor:</b> Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	<b>Lessee:</b> UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W Charleston Blvd Attn: Receiving Las Vegas, Nevada 89102-2386	<b>Supplier:</b> Stryker Sales, LLC, 4100 E. Milham Avenue, Kalamazoo, MI 49001
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**Equipment description:** see part I on attached Exhibit A and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")

**Equipment Location:**  
 1800 W CHARLESTON BLVD  
 LAS VEGAS, Nevada

**Schedule of periodic rent payments:**  
 48 Monthly payments of [REDACTED] (First payment due 30 days after Agreement is commenced), (Plus Applicable Sales/Use Tax)

<b>Term in months:</b> 48	<b>Minimum monthly uses:</b> N/A	<b>Fee per use:</b> [REDACTED]
---------------------------	----------------------------------	--------------------------------

**Purchase term (If blank, the Fair Market Value Option will be deemed chosen):**Fair Market Value Option

**TERMS AND CONDITIONS**

**1. Agreement.** The undersigned Lessee ("Lessee" or "Customer") unconditionally and irrevocably agrees to lease from the Lessor whose name is listed above ("Lessor" or "Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule. Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

**2. Purchase option.** If either the Fair Market Value Option or the Fixed Purchase Option is selected above, or otherwise applies, upon expiration of the Term and provided that the Lease has not been terminated early and Lessee is in compliance with the Lease in all respects, Lessee may upon at least 90 but not more than 180 days prior written notice to Lessor exercise the applicable purchase option, and upon the giving of such notice Lessee shall be irrevocably and unconditionally obligated to purchase all (but not less than all) of the Equipment, for the purchase amount shown above (plus all applicable Taxes), which amount shall be due and payable upon the expiration of the Term of this Schedule. If the \$1.00 Buyout is selected above, upon expiration of the Term, Lessee shall pay the amount of all Rent owed by Lessee hereunder but unpaid as of such date and \$1.00 (plus all applicable Taxes). Any purchase of the Equipment by Lessee pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS", without representation or warranty of any kind from Lessor. "Fair Market Value" shall be the amount determined by Lessor as the fair market value of the Equipment on the basis of an arms-length sale between an informed and willing buyer who is currently in possession of the Equipment and a willing Seller under no compulsion to sell.

**3. Equipment acceptance.** Notwithstanding anything to the contrary in Section 2 of the Agreement, at Lessor's request, Lessee shall confirm in writing Lessee's acceptance of the Equipment for all purposes under this Lease. If Lessor does not make such a request, then by signing this Schedule Lessee certifies that the Equipment described above shall be deemed accepted by Lessee for all purposes under this Lease on the date that is ten (10) days after the date it is shipped to Lessee by the Supplier of the Equipment.

**4. Miscellaneous.** The amount of each Periodic Rent payment set forth above is based on Supplier's best estimate of the cost of the Equipment described in this Schedule. If prior to the Rent Commencement Date, Equipment price changes have been accepted by both parties, Rent may be increased up to 15%, or decreased without limit, if the actual cost of the Equipment differs from that assumed under this Schedule and such change in Rent will be effectuated by written notice from Lessor to Lessee. If Lessee fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are billed directly by Lessor to Lessee, such amounts shall be added to the Periodic Rent payments set forth above (plus interest or additional charges thereon) and Lessee authorizes Lessor to adjust such Periodic Rent payments accordingly. In the event the transaction evidenced by this Schedule is determined to be a secured transaction, then as security for all existing or hereafter arising obligations of Lessee under this Lease and all other obligations of Lessee to Lessor, Lessee hereby grants to Lessor a first priority security interest in all of Lessee's rights, title (if any) and interests in the Equipment and any additional collateral described herein, and all proceeds and products thereof, including, without limitation, all proceeds of insurance. This Schedule will not be valid and binding on Lessor until signed by Lessor. Lessee acknowledges that Lessee has not received any tax or accounting advice from Lessor. If Lessee is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, the various components are provided above or in an attachment hereto. This Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Schedule by Lessee and when manually countersigned by Lessor or attached to Lessor's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Lessor and Lessee have signed electronically, the version identified by Lessor as the "single authoritative copy" is the chattel paper for purposes of perfection by control.

**LESSEE HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT.**

Customer signature	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b> Mason Van Houweling	
<b>Title:</b> CEO	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

## Exhibit A to Schedule 016 to Master Agreement No.21237667

### Description of equipment

**Customer name:** UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

**Delivery Location:** 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada , 89102-2386

**Part I - Equipment/Service Coverage (if applicable)**

Model number	Equipment description	Quantity
9208-000-000	SYSTEM 9 SAGITTAL SAW	16
9205-000-000	SYSTEM 9 DUAL TRIGGER ROTARY HANDPIECE	16
9206-000-000	SYSTEM 9 RECIPROCATING SAW	4
4605-000-000	SYSTEM 9 CORDLESS DRIVER HANDPIECE	48
4100-125-000	Pin Collet (2.0-3.2mm)	32
4100-062-000	WIRE COLLET	32
4100-131-000	1/4" DRILL WITH KEY	32
4100-110-000	AO Small Drill	48
4100-400-000	Sagittal Saw Attachment	16
4100-132-000	5/32IN inch Drill with Key	16
4100-235-000	Hudson/Modified Trinkle Reamer	16
4100-231-000	Reamer	16
6203-131-000	1/4" Keyed Chuck	16
6203-135-000	Hudson/Modified Trinkle Attachment	16
6203-110-000	AO Small Attachment	16
6203-210-000	AO Large Reamer Attachemnt	16
4405-652-000	Cordless Driver & SABO Solid Container BUNDLE	16
7102-654-000	3 Handpiece Solid Container Bundle	4
9209-000-000	SYSTEM 9 PRECISION SAW	4
4607-000-000	SYSTEM 9 CD NXT HANDPIECE	4
9202-000-000	SYSTEM 9 EZOUT SAW	1
9207-000-000	SYSTEM 9 STERNUM SAW	6
7207-003-000	Sternum Blade Guard	6
7102-653-000	CONT W/ SOLID BTM KIT	6
6400-654-000	Small Bone Solid Container	6
7400-009-000	TPX HANDSWITCH	12
7400-004-000	TPX CABLE	7
7400-015-000	TPX MICRO DRILL	6
5100-015-250	MICRODRILL STRAIGHT ATTACHMENT	6
5100-015-252	Micro Drill Series Angled Attachment	6
7400-031-000	TPX OSCILLATING SAW	6
7400-034-000	TPX SAGITTAL SAW	6
7400-037-000	TPX RECIP SAW	6
7400-099-000	TPX UNIVERSAL DRIVER	6
4100-062-000	WIRE COLLET	6
4100-125-000	Pin Collet (2.0-3.2mm)	6
4100-110-000	AO Small Drill	6

4100-132-000	5/32IN inch Drill with Key	6
4100-131-000	1/4" DRILL WITH KEY	6
9212-000-000	SYSTEM 9 SMALL BATTERY	8
9215-000-000	SYSTEM 9 LARGE BATTERY	80
9110-120-000	SYSTEM 9 STERILE BATTERY CHARGER	4

**Total equipment:** \$1,513,761.78

**Service coverage:**

Model number	Service coverage description	Quantity	Years
0416-600-000W	T7 SURGICAL HELMET PROCARE	12	4.00
0408-660-000W	Flyte Power Pack ProCare	6	4.00
0408-655-000W	Flyte Charger ProCare	1	4.00
9208-000-000W	SYSTEM 9 SAGITTAL SAW PROCARE	16	4.00
9205-000-000W	SYSTEM 9 DUAL TRIGGER ROTARY PROCARE	16	4.00
9206-000-000W	SYSTEM 9 RECIPROCATING SAW PROCARE	4	4.00
9207-000-000W	SYSTEM 9 STERNUM SAW PROCARE	6	4.00
9209-000-000W	SYSTEM 9 PRECISION SAW PROCARE	4	4.00
9202-000-000W	SYSTEM 9 EZOUT SAW PROCARE	1	4.00
9000-000-000W	SYSTEM 9 ATTACHMENT PROCARE	32	4.00
9215-000-000W	SYSTEM 9 LARGE BATTERY PROCARE	8	4.00
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE	48	4.00
4607-000-000W	System 9 CD NXT Handpiece ProCare	4	4.00
4000-000-000W	Cordless/Rotary Attch ProCare	96	4.00
9212-000-000W	SYSTEM 9 SMALL BATTERY PROCARE	24	4.00
7400-015-000W	TPX Micro Drill ProCare	6	4.00
7400-031-000W	TPX Oscillating Saw ProCare	6	4.00
7400-034-000W	TPX Sagittal Saw ProCare	6	4.00
7400-037-000W	TPX Reciprocating Saw ProCare	6	4.00
7400-099-000W	TPX Universal Driver ProCare	6	4.00
7400-000-000W	TPX Attachment ProCare	12	4.00
9110-120-000W	System 9 Sterile Charger ProCare	4	4.00
9000-200-000W	ProCare Diagnostic Services Tier 1	2	4.00

**Total service coverage:** \$450,585.60

**Trade-up/buyout:**

Part number	Trade-up/buyout description	Quantity
9999-999-999	Buyout to return of Agreement #21237667-011	1

**Total trade-up/buyout:** [REDACTED]

**Total Amount:** \$2,015,774.17

Customer signature	
Signature:	Date:
Print name: Mason Van Houweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

# Insurance Authorization and Verification

Date: April 01, 2024

Schedule 016 To Master Agreement No. 21237667

To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Customer")  
1800 W CHARLESTON BLVD  
LAS VEGAS, Nevada 89102-2386

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")  
1901 Romence Road Parkway  
Portage, MI 49002

**TO THE CUSTOMER:** In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer\* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$1,565,188.57 with deductibles no more than \$10,000.00.**

\*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

<b>Insurance agency:</b>		<b>Customer signature</b>	
<b>Agent name:</b>		<b>Signature:</b>	<b>Date:</b>
<b>Address:</b>		<b>Print name:</b> Mason Van Houweling	
<b>Phone/fax:</b>		<b>Title:</b>	
<b>Email address:</b>			

\*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Megan Wilkinson at (269) 389-1971.

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

<b>Agent signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	
<b>Carrier name:</b>	
<b>Carrier policy number :</b>	
<b>Policy expiration date:</b>	

Insurable value: \$1,565,188.57

ATTACHED: PROPERTY DESCRIPTION FOR Schedule016 To Master Agreement No. 21237667

See Exhibit A to Schedule016 To Master Agreement No. 21237667

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

## Opinion of Counsel Letter

April 01, 2024

Flex Financial, a division of Stryker Sales, LLC  
1901 Romence Road Parkway  
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE016 TO MASTER AGREEMENT NO. 21237667 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Nevada and is authorized by the Constitution and laws of the State of Nevada to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

<b>Signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	
<b>Title:</b>	



## Certificate of Acceptance

Flex Financial, a division of Stryker Sales, LLC  
1901 Romence Road Parkway  
Portage, MI 49002

**Name and address of customer:**  
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
1800 W Charleston BlvdAttn: Receiving  
Las Vegas, Nevada 89102-2386

Schedule No.016 to Master Agreement No. 21237667between Flex Financial, a  
division of Stryker Sales, LLC and UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA

**Equipment description:** See the attached Exhibit "A" to Schedule No. 016 to Master Agreement No. 21237667

**Equipment location:** 1800 W CHARLESTON BLVD LAS VEGAS, Nevada 89102-2386

### Acceptance certification:

All of the equipment described above (the "Equipment") has been delivered to us pursuant to the agreement referred to above (the "Agreement"),we have inspected the Equipment and we hereby unqualifiedly accept the Equipment for all purposes under the Agreement.

Customer signature	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

**ADDENDUM TO SCHEDULE NO. 016 TO MASTER AGREEMENT NO.  
21237667 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES,  
LLC AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. Section 3 of the Schedule is hereby amended in its entirety to read as follows:

"Within fifteen (15) days after the date the Equipment is delivered to Lessee under this Schedule, Lessee shall either: (i) accept the Equipment by executing and delivering to Lessor a Certificate of Acceptance in a form acceptable to Lessor; or (ii) reject the Equipment and promptly return the Equipment to Lessor, at no expense to Lessee, at which time the Schedule shall terminate."

2. The second sentence of Section 4 of the Schedule, which reads as follows, is hereby deleted in its entirety:

"If prior to the Rent Commencement Date, Equipment price changes have been accepted by both parties, Rent may be increased up to 15%, or decreased without limit, if the actual cost of the Equipment differs from that assumed under this Schedule and such change in Rent will be effectuated by written notice from Lessor to Lessee."

3. The last sentence of Section 4 of the Schedule is hereby amended in its entirety to read as follows:

This Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Schedule by Lessee and when manually countersigned by Lessor or attached to Lessor's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof.

4. The following language is hereby added to the end of Section 4 of the Schedule:

"Notwithstanding anything to the contrary herein, Lessee shall be entitled to self-insure in accordance with NRS Chapter 41 with respect to its insurance obligations hereunder. Lessee shall furnish to Lessor at Lessor's request, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed herein."

5. New Sections 5 and 6 are hereby added to the Schedule, which shall read as follows:

"5. Lessee is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes. Under that law, all of Lessee's records are public records (unless otherwise declared by law to be confidential and are subject to inspection and copying by any person."

6. In accordance with the Nevada Revised Statutes (NRS 354.626, the financial obligations under this Schedule between the parties shall not exceed those monies appropriated and approved by Lessee for the then current fiscal year under the Local Government Budget Act. This Schedule shall terminate and Lessee's obligations under it shall be extinguished at the end of any of Lessee's fiscal years (*the "Termination Date"*) in which Lessee'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 Schedule (*a "Non-Appropriation Event"*). Lessee agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Schedule. In the event this section is invoked, Lessee shall give Lessor at least 60 days' prior written notice of termination ("Termination Notice"), and this Schedule will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve Lessee of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

Lessee represents and warrants to Lessor that as of the date of, and throughout the Term of, this Schedule: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with this Schedule, the performance of its obligations under this Schedule and the acquisition and use of the Equipment; (c) The person(s) signing this Schedule and any other documents required to be delivered in connection with this Schedule (collectively, the "Documents" have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Lessee in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of this Schedule only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to this Schedule, it has funds available to pay all Schedule payments payable thereunder until the end of Lessee's then current fiscal year.

If Lessee terminates this Schedule prior to the expiration of the end of this Schedule's initial (primary) term, or any extension or renewal thereof, as permitted under *this Section 6*, Lessee shall (i) on or before the Termination Date, pack and insure the related Equipment and send it freight prepaid to a location designated by Lessor in the contiguous 48 states of the United States and all Equipment upon its return to Lessor shall be in the same condition and appearance as when delivered to Lessee, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event has occurred, and (iv) pay Lessor all sums payable to Lessor under this Schedule up to and including the Termination Date."

<b>Customer signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b> Mason Van Houweling	
<b>Title:</b> CEO	

<b>Accepted by Flex Financial, a division of Stryker Sales Corp.</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	



April 11th, 2024

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 Surgical Drills.

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 Surgical Drills. 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 Surgical Drills. HealthTrust issued RFPs and received proposals from identified suppliers in the category. An agreement was awarded to Stryker in February of 2021. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs  
Account Director, Member Services

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

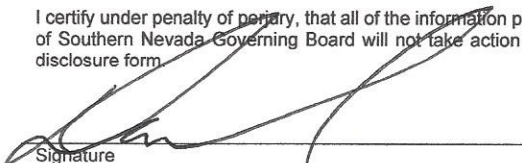
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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	DEION IVY _____ Print Name
CONTROLLER _____ Title	12/4/23 _____ Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

**For UMC Use Only:**

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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



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

<b>Issue:</b> Purchaser-Specific Agreement with Vero Biotech Inc.	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>	
<p><b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Purchaser-Specific Agreement with Vero Biotech Inc. for tankless inhaled nitric oxide and accompanying services in NICU and PICU; or take action as deemed appropriate. (For possible action)</b></p>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000718100	Funded Pgm/Grant: N/A
Description: Tankless inhaled nitric oxide and accompanying services for NICU and PICU	
Bid/RFP/CBE: NRS 450.530 – Group Purchasing Organization & NRS 332.115(1)(b) – Professional Services	
Term: 7/1/2024 to 7/1/2027	
Amount: \$200,000 per year for three (3) years for a total of \$600,000	
Out Clause: After the initial six (6) months of the agreement, either party may terminate without cause, upon one hundred eighty (180) days written notice to the other party.	

**BACKGROUND:**

This request is for University Medical Center of Southern Nevada (UMC) to enter into the Purchaser-Specific Agreement (the “Agreement”) with Vero Biotech Inc. to provide tankless inhaled nitric oxide (iNO) and accompanying services in the neonatal intensive care unit (NICU) and the pediatric intensive care unit (PICU).

In addition to providing iNO, Vero Biotech Inc. will provide training services, which includes onboarding and implementation of a training plan over a minimum of a thirty (30) day period, access to an online training portal, and as many as six (6) weeks of on-site education and support of UMC staff to transition to Vero Biotech Inc.’s iNO system. Once fully onboarded, ongoing support is to be provided.

The term of the Agreement will be for three (3) years. After the initial six (6) months of the agreement, either party may terminate without cause, upon one hundred eighty (180) days written notice to the other party.

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

Cleared for Agenda  
April 17, 2024

Agenda Item #

**11**

**PURCHASER-SPECIFIC AGREEMENT**

THIS PURCHASER-SPECIFIC AGREEMENT (the “Agreement”) is made effective July 1, 2024 (“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, herein referred to as “Purchaser” and Vendor and is entered into in connection with that certain Purchasing Agreement, Agreement HPG-95872, dated August 1, 2023, between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Vero Biotech Inc., a Delaware corporation (hereinafter “Vendor”) (“Purchasing Agreement”). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

**Purchaser Information:**

Facility/Group Name: (if Group, list of Facilities of Group shall be attached to this Agreement)	University Medical Center of Southern Nevada
Address:	1800 W Charleston Blvd
City, ST, ZIP:	Las Vegas Nevada 89102
Type:	<input checked="" type="checkbox"/> Acute Care <input type="checkbox"/> Surgery Center <input type="checkbox"/> Imaging Center <input type="checkbox"/> Other
IDN:	University Medical Center of Southern Nevada
GPOID:	H036381
Contact Person & Title:	Cal Sharamitaro
Contact Phone:	818-231-3677
Contact Email:	<a href="mailto:support@vero-biotech.com">support@vero-biotech.com</a>

1. **TERM.** This Agreement shall begin on the Effective Date and shall continue for three (3) years unless earlier terminated or extended as provided herein (“Term”). Each year during the Term shall be referred to herein as an “Annual Period”.
2. **SERVICES.** During the Term, Vendor agrees to provide Purchaser at the Facilities set forth above, “Genosyl® DS Services” (or “Services”) which consists of the Equipment, the Consumables (as defined below), including, without limitation, cassettes delivering the Genosyl® drug, and other related items and accessories, along with the training, support, maintenance, delivery, and other services as described in this Agreement.
3. **PRICING.**
  - a. Purchaser’s annual fee (“Annual Fee”) will be determined as set forth in **Price Schedule 1** and due in equal monthly installments (“Monthly Installments”). Purchaser’s initial pricing designation as of Effective Date, determined based upon the provision of historic nitric oxide usage by each Purchaser (“Level Designation”), is:

Tier	Class
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3	Level 1
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- b. If multiple Purchaser facilities are entering onto this Agreement, Vendor agrees to work in good faith with Purchaser to determine appropriate invoicing parties and Annual Fee ratios by facility. For clarity, Vendor is able to bill each Purchaser facility separately, with the total collective invoiced amount adding up to the Annual Fee as described throughout this agreement.
- c. Invoice payment terms will be the date of receipt of correct and proper invoices. Payment is Net 30. Purchaser shall remit each Monthly Installment after invoice to Vendor on the 1st day of each month via ACH or wire transfer, with the initial Monthly Installment due and payable upon execution of this Agreement.
- d. Purchaser's initial Level Designation will be fixed for ninety (90) days from the Effective Date based on Purchaser's prior usage history as mutually agreed between Purchaser and Vendor. Vendor and Purchaser will work in good faith together to acknowledge, confirm, and adjust the Level Designation thereafter. After the initial Level Designation, subsequent Level Designations may be adjusted on an annual basis for each subsequent annual period (or remainder) of the Term as mutually agreed between Purchaser and Vendor. Such subsequent Level Designations may also be adjusted sooner based on a material change in actual usage of inhaled nitric oxide, which will not include changes due to seasonality. If neither Vendor nor Purchaser requests any adjustment after the initial Level Designation or any subsequent Level Designation, then such Level Designation then in effect will remain the same.
- e. The Parties understand that actual utilization may vary from historical utilization. Notwithstanding the foregoing subsection (d), annual hourly utilization variance of less than 20% (e.g., increase or decrease) from Purchaser's Level Designation's annualized hours will not change Purchaser's then-current Level Designation.
- f. Level Designation Adjustments Based on Usage. The Parties may change the Level Designation based on Purchaser's actual usage by Vendor or Purchaser delivering via electronic mail the requested change in Level Designation from one Party to the other Party and a return delivery via electronic mail of such other Party's consent, to become effective at a future date as agreed upon in such electronic mail by Purchaser and Vendor.

4. EQUIPMENT & CONSUMABLES.

- a. Upon entering into this Agreement, Vendor agrees to provide to Purchaser, in consideration of the fees listed in Price Schedule 1 and the Services, GENOSYL® DS nitric oxide gas delivery systems (the "Equipment") and Purchaser's requirements of the nitric oxide delivery system consumables, including cassettes delivering the GENOSYL® drug, training, and other related items and accessories (the "Consumables,") under the terms and conditions specified herein. Equipment and Consumables shall include items listed on Price Schedule 1 as well as Products not listed but used in association with these items.

- b. Throughout the Term, Vendor will deliver Equipment and Consumables to Purchaser within ten (10) business days after receiving Purchaser's purchase order. Purchaser agrees to maintain possession and control of the Equipment during the Term of this Agreement and to make such Equipment reasonably available to Vendor upon request for service or verification of compliance with this Agreement. If Purchaser requests Equipment or Consumables on an emergency basis sooner than ten (10) business days, Vendor may charge Purchaser for additional shipping costs listed in Price Schedule 1.
- c. During the Term, title to the Equipment and unused Consumables shall remain with Vendor and nothing herein shall create a security interest or give Purchaser an equity or other property interest in the Equipment. Purchaser shall not permit liens or other encumbrances of any kind on any portion of the Equipment or unused Consumables. After initial delivery, Purchaser shall be liable for any Equipment or components thereof that is lost, stolen, abused or damaged during the Term of this Agreement, excluding normal wear and tear or Vendor negligence.
- d. During the Term, Vendor will ensure that all Equipment and Consumables are free from defects and performing within specifications or, at no additional cost to Purchaser, Vendor will replace such defective Products with, at minimum, a different unit of the same Equipment model or type of Consumable within 24 hours. Vendor will be responsible for all maintenance of the Equipment during the Term of the Agreement. Vendor will provide technical support to Purchaser for the Equipment during the Term of this Agreement. The Vendor Purchaser support line may be reached by calling 1-877-337-4118.
- e. The Parties agree that the quantity of Equipment and Consumables provided to Purchaser shall be based on Purchaser's requests and historic annual hourly use, and current annual hours of use as provided to Vendor. At no additional charge, Vendor agrees to maintain an appropriate amount of backup systems at each Purchaser facility.
- f. Upon advanced written notice, Purchaser agrees to allow access to its premises to representatives of Vendor so that Vendor may (i) perform investigations related to any Service issues, (ii) perform maintenance or calibrations, or (iii) perform other required Services in connection with its Service or Product warranties. Vendor warrants that performance of Services shall not impede patient care. If Vendor comes on site to Purchaser's facilities, Vendor shall abide by the relevant compliance policies of Purchaser, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Vendor upon request, and Purchaser's Vaccine Policy, as may be amended from time to time, and must register through Purchaser's vendor management/credentialing system prior to arriving on-site at any of Purchaser's facilities. Vendor's employees, agents, subcontractors and/or designees who do not abide by Purchaser's policies may be barred from physical access to Purchaser's premises.

5. INFORMATION SHARING AND COLLABORATION.

- a. During the Term, Purchaser agrees to provide to Vendor by the fifth (5<sup>th</sup>) business day of each month the number of hours of nitric oxide gas use for the previous month on a form to be provided electronically by Vendor to Purchaser.
- b. Vendor and Purchaser agree to cooperate to follow and complete the steps outlined in the Implementation Plan and, if necessary, to schedule additional training. Purchaser and Vendor agree to cooperate in creating and completing an implementation program to meet Purchaser's needs for appropriate use of the Equipment and Consumables to enable training by educational modules relating to clinical standards and practices, the GENOSYL® DS system, continuing education initiatives, and ongoing Services requirements. Purchaser agrees to allow access to its premises to representatives of Vendor for such purposes subject to section 4(f).
- c. Throughout the Term, Vendor and Purchaser agree to maintain cooperative, bilateral communications regarding the Equipment, Consumables, and general product performance. Purchaser agrees not to use the Equipment and Consumables in any type of research study for publication with GENOSYL safety or efficacy as an end point without Vendor's prior written consent.
- d. Provided that this will not impact patient care and upon reasonable notice by Vendor, Purchaser agrees to allow access to its premises subject to section 4(f) to representatives of Vendor so that Vendor may assess (i) the number of hours of nitric oxide gas used from each Equipment, and (ii) the quantities of Equipment or Consumables inventory. Such review shall not include any patient-specific information or Confidential Information and shall be in compliance with Purchaser's policies and procedures.

6. TERMINATION; BREACH.

- a. Termination without Cause. After the initial six (6) months of this Agreement, either party may terminate this Agreement, without Cause, upon one hundred eighty (180) days written notice to the other party. Upon termination,, Vendor shall pick up the Equipment and remaining inventory of Consumables within ten (10) days of termination.
- b.
- c. Either party may, after good faith after discussion with the other party to resolve the issue, terminate this Agreement immediately upon prior written notice in the event that: (i) a provision of law invalidates or otherwise is inconsistent with the terms of this Agreement; (ii) a provision of law would cause one or more of the parties to be in violation of law in performing or procuring Services; or (iii) any federal, state, or local government or agency passes, issues, or promulgates any law, rule, regulation, standard, guidance, or interpretation that would render this Agreement illegal, or that could cause material adverse legal and/or financial consequences to either party.
- d. Termination with Cause. In addition to any other termination rights set forth in this agreement, Purchaser shall have the right to terminate this Agreement in its entirety or with respect to certain Services or Products for cause which is not cured within thirty (30) days following receipt of written notice thereof, specifying the Cause. For clarity, repeat

occurrences of delivery or performance issues with Vendor's Equipment or Consumables for any given Purchaser Facility will constitute Cause, even if any one or more such occurrences is cured.

7. ANTI-KICKBACK

- a. Purchaser is a member of HealthTrust which is a group purchasing organization as defined in 42 C.F.R. § 1001.952(j). Vendor and Purchaser acknowledge that it is their intent to establish a business relationship in which credits, payments, discounts, or rebates provided by Vendor to Purchaser comply with the exceptions to the Medicare and Medicaid Anti-Kickback statute set forth at 42 U.S.C. § 1320a-7b(b)(3) (A) and (C), the "safe harbor" regulations regarding discounts set forth in 42 C.F.R. § 1001.952(h), and the "safe harbor" regulations regarding payments for Services and payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952 (d) and (j); and Vendor and Purchaser believe that the relationship contemplated by this Agreement is in compliance with those requirements.
- b. Vendor and Purchaser acknowledge that the value of any additional product or service provided by Vendor to Purchaser may be considered to be an additional discount, rebate or other reduction in price for the Services and/or Products provided by Vendor to Purchaser hereunder. Purchaser may have an obligation to disclose and/or appropriately reflect any such discounts, rebates or price reductions in any costs claimed or charges made to Medicare, Medicaid, or health insurers requiring disclosure. Vendor agrees to provide estimates of the value of such additional products or services to Purchasers upon request.

8. INDEPENDENT CLINICAL JUDGMENT.

The parties acknowledge and agree that the arrangement(s) under this Agreement do not influence, and have not influenced, decisions regarding the clinical safety, efficacy, or use of the Equipment or Consumables because such decisions are made based on the best interests of patients by qualified health care professionals and are paramount to the considerations of any arrangement(s) set forth in this Agreement. Nothing in this Agreement shall be construed as limiting the ability of Purchaser, or any of Purchaser's affiliated health care professionals, to (i) use his/her/its own best professional judgment in providing a suitable standard of medical care to patients, or (ii) prescribe or use any product a qualified health care professional may deem appropriate in his/her clinical judgment.

9. GOVERNING LAW.

Nevada law shall govern the interpretation and enforcement of this Agreement. The venue shall be any appropriate state or federal court in Clark County, Nevada.

Page 86 of 170

10. AMENDMENT(S).

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

11. RELATIONSHIP OF PARTIES.

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

#### 12. CONFIDENTIALITY.

All personnel records and all University Medical Center of Southern Nevada statistical, financial, and confidential data received, stored or viewed by Vendor shall be kept in the strictest confidence by Vendor, and its employees and agents.

#### 13. PUBLIC RECORDS.

Vendor acknowledges that University Medical Center of Southern Nevada 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 University Medical Center of Southern Nevada receives a demand for the disclosure of any information related to the Agreement which Vendor has claimed to be confidential and proprietary, University Medical Center of Southern Nevada will immediately notify Vendor of such demand and Vendor shall immediately notify University Medical Center of Southern Nevada of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify, defend and hold harmless University Medical Center of Southern Nevada from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Vendor documents in University Medical Center of Southern Nevada's custody and control in which Vendor claims to be confidential and proprietary.

#### 14. BUDGET ACT AND FISCAL FUND OUT.

In accordance with the Nevada Revised Statutes 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by University Medical Center of Southern Nevada for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and University Medical Center of Southern Nevada's obligations under it shall be extinguished at the end of any of University Medical Center of Southern Nevada's fiscal years in which University Medical Center of Southern Nevada's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. University Medical Center of Southern Nevada 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 University Medical Center of Southern Nevada of its obligations incurred

through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

15. PUBLIC LAW.

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

16. PROTECTED HEALTH INFORMATION.

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

17. NON-EXCLUDED HEALTHCARE PROVIDER.

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



18. DELIVERY AND FORCE MAJEURE.

Notwithstanding anything contained in this Agreement to the contrary, time is of the essence in the performance of the Agreement and delivery shall be made both in full quantities and at time specified, strictly in accordance with University Medical Center of Southern Nevada's delivery schedule. If Vendor's delivery(ies) fail to meet such schedule, University Medical Center of Southern Nevada, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the regular routing costs shall be paid by Vendor. Vendor shall be solely responsible for materials fabricated beyond University Medical Center of Southern Nevada's release. Unless otherwise specified herein, no deliveries shall be made in advance of University Medical Center of Southern Nevada's delivery schedule. Goods delivered in excess of the quantity specified may be returned at no additional cost to University Medical Center of Southern Nevada. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without the fault or negligence provided, however when Vendor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to University Medical Center of Southern Nevada.

19. RISK OF LOSS AND TITLE.

Risk of loss of the goods shall pass to University Medical Center of Southern Nevada at the time the goods are actually accepted by University Medical Center of Southern Nevada. Title to the goods shall remain with Vendor until University Medical Center of Southern Nevada receives and accepts the goods.

20. PACKING, SHIPMENT AND TRANSPORTATION.

No charge will be allowed for boxing, packing, crating or storage unless stated herein. Materials shall be suitably packed to secure the lowest transportation cost and to conform with the requirements of common carriers. Transportation charges on materials sold to "delivered destination" must be prepaid.

21. INSPECTION AND REVIEW.

All purchases will be subject to University Medical Center of Southern Nevada's final inspection. University Medical Center of Southern Nevada at its option may reject any non-conforming equipment or material and return it to Vendor at Vendor's risk and expense at the full invoice price plus all transportation and other related costs.

22. OCCUPATIONAL SAFETY AND HEALTH WARRANTY.

Vendor warrants that the goods sold or service rendered to University Medical Center of Southern Nevada shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651) ("OSHA"). In the event the product sold does not conform to the OSHA standards and/or regulations, University Medical Center of Southern Nevada may return the product for correction or replacement at Vendor's option and at Vendor's expense.

Services performed by Vendor which do not conform to the OSHA standards and/or regulations must be corrected by Vendor at Vendor's expense or may be corrected by University Medical Center of Southern Nevada at Vendor's expense in the event Vendor fails to make the appropriate correction within a reasonable time.

23. WARRANTY-PRODUCTS.

In addition to all warranties which may be prescribed by law, the products shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Vendor also warrants that to the extent the products are not manufactured pursuant to detailed designs furnished by University Medical Center of Southern Nevada, that they will be free from defects in design. Such warranties including warranties prescribed by law shall run to University Medical Center of Southern Nevada, its successors, assigns, customers, and to users of the products.


24. PATENTS.

By accepting this Agreement, Vendor guarantees that the goods or services hereby ordered and the sale, lease or use of it will not infringe on any United States or foreign patents, and Vendor agrees to indemnify, defend, and hold harmless University Medical Center of Southern Nevada, its successors, assigns, customers and users of its goods or services, against all suits and from all damages for actual or alleged infringements of any patent by reason of the sale, lease or use of the goods or services hereby ordered.

In witness whereof, the parties have signed this Agreement as of the Effective Date first above-written.

VERO BIOTECH INC.

University Medical Center of Southern Nevada

By:   
Name: Brent Furse  
Title: President & CEO  
Date: 4/5/2024 EDT

By: \_\_\_\_\_  
Name: Mason Van Houweling  
Title: CEO  
Date:

Vendor shall promptly provide an electronic version of this Agreement to HealthTrust to acknowledge in accordance with the terms of the Purchasing Agreement. This Agreement shall be sent via e-mail to: [HPG.PurchasedServices@healthtrustpg.com](mailto:HPG.PurchasedServices@healthtrustpg.com)

The subject line of such e-mail should specify Vendor's name, the agreement number (HPG-95872) and the service category (e.g. Subject: Vendor name\_Agreement number\_Services Category; ABC Company\_1234\_Language Services). Page 90 of 170

Attachment 1: Price Schedule

a. Price:

Class	Annualized hours	Tier 3		Tier 2		Tier 1	
		Annual Subscription	Equivalent Hourly	Annual Subscription	Equivalent Hourly	Annual Subscription	Equivalent Hourly
Minimum	1,000		\$				
Level 1	2,000		\$				
Level 2	3,000		\$				
Level 3	4,000		\$				
Level 4	5,000		\$				
Level 5	7,500		\$				
Level 6	10,000		\$				
Level 8	15,000		\$				
Level 9	20,000		\$				
Level 10	25,000		\$				
Level 11	30,000		\$				
Level 13	40,000						
Level 14	50,000						
Level 15	60,000						
Level 16	70,000						
Level 17	80,000						
Level 18	90,000						
Level 19	100,000						
Level 20	110,000						
Level 21	120,000						
Level 22	130,000						
Level 23	140,000						
Level 24+						Continued by 10K hour + \$ increments	

(continued on next page)

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**Annual Subscription includes:**

- \* All Genosyl DS (no rental fee) estimated 1 system for 1400 annual hours
- \* All Cassettes, disposables and shipping costs included
- \* All Genosyl DS are MRI conditional
- \* Transport mounts provided at no additional charge- All GENOSYL DS are transport approved by FDA- Ground, Rotary and Fixed-Wing
- \* 24/7 Service and Support by Respiratory Therapists

IDN is defined as Company on HealthTrust Roster  
 Total annual hourly use across entire IDN determines tier

**Total Cumulative Nitric Oxide Utilization across all Vendors and Facilities**

- Tier 1: 100k hours and above
- Tier 2: 40k hours to 90k hours
- Tier 3: 1k hours to 30k hours

Individual IDNs may pool their facilities hours together under Group Agreements  
 Minimum level identified up to 1000 hours  
 Annual Subscription paid monthly per hospitals portion of IDN total

**Single Facilities with low utilization** may elect to a 'per delivery system' class in which they receive a monthly fee of \$ [redacted] per delivery system and are then charged per hour based upon their IDN Tier. Tier 3's hourly rate would be \$ [redacted] Tier 2's rate is \$ [redacted], and Tier 1's rate is \$ [redacted]

**Genosyl DS - Transparent economic**

Tankless system unable to leak NO, therefore a hospital will never accrue inadvertent usage charges.  
 \* Reduced labor and storage costs, Improved safety by reducing work place injuries related to tanks,  
 \* Only INO delivery device approved for use in low-flow anesthesia in the OR- Low-flow anesthesia maintains body temp and reduces water loss which may prevent postoperative complications, supports clinical best practice with low-flow anesthesia, streamlines workflow, no need to have RT present in OR to initiate INO, decreases the amount of anesthetic agents used, thereby reducing cost, reduces greenhouse gas emissions  
**Tank-Based System - Complicated economic impact**  
 Incompletely closed cylinders which may continue to leak NO, may result in increased hospital costs  
 Data from a longitudinal registry of INO use at a 300+ bed children's hospital suggest that hospitals incur substantial expense maintaining and managing a tank-based NODS, especially for the "line items" of procurement, storage, data management, and labor costs for training and for response to frequent alarms (such as NO<sub>2</sub> and wet sample line alerts)  
 From these data it is estimated that the incremental cost of a tank-based system in a hospital where 250 patients receive 30,000 hours of INO treatment/year is approximately \$ [redacted]

b. Services

Category	Description	Price
☒ Equipment	Use of GENOSYL® DS Console Units approved for fixed wing, rotary, and ground transport and approved for MRI conditional	Included in Annual Fee
	Use of surge GENOSYL® DS Console	Included in Annual Fee

	Units on an as-needed basis	
	Use of GENOSYL® DS Console carts	Included in Annual Fee
☒ Consumables	Use of GENOSYL® Cassettes	Included in Annual Fee
	Accessories and adaptors for use with GENOSYL® DS	Included in Annual Fee
	Calibration Gas	Included in Annual Fee
☒ Other Services	Training & In-person Onboarding Support	Included in Annual Fee
	24/7 Technical and Customer Support	Included in Annual Fee
	Routine maintenance and software updates	Included in Annual Fee
	Replacement & Repair of Equipment	Included in Annual Fee
	Routine shipping	Included in Annual Fee
	Expedited shipping on an as-needed basis	Surcharge
☒ Transport Package	Use of GENOSYL® DS Console Units approved for fixed wing, rotary, and ground transport	Included in Annual Fee
	Transport Mounts, Cassettes & Consumables, Calibration Tanks, Service & Support	Included in Annual Fee
☒ MRI Package	Use of GENOSYL® DS Console Units approved for MRI conditional	Included in Annual Fee
	Gauss Alerts (mounting), testing magnets	Included in Annual Fee
☒ Anesthesia Package	Use of GENOSYL® DS Console Units approved for OR use with high- and low-flow anesthesia	Included in Annual Fee

Attachment 2: Purchaser Group List

Company	Facility Name	GPOID	Division	Annual Hour Estimate	No. of Systems (Note: 2 consoles per system)	Address
University Medical Center of Southern Nevada	University Medical Center of Southern Nevada	H036381	University Medical Center of Southern Nevada	1,200	3	1800 W Charleston Blvd Las Vegas Nevada 89102



**VERO Biotech – Hospital Implementation Plan**

**Our Commitment to the Highest Standard of On-site Service and Support**

- VERO Biotech values our healthcare professionals, families, and patients. We are fully committed to providing you with a positive and seamless experience, so we created the Partnership365™ Care Team. This team includes Medical Information, Technical Support, Inventory Management, and Training and Education. This team is available 24 hours a day, 365 days a year.
- With over 35 Clinical Educators and Account Executives, VERO Biotech has the largest field clinical education team of any iNO provider, exceeding 300 years of experience in respiratory bedside care and leadership from some of the most prestigious and respected institutions in the world.
- Hospital will be provided a dedicated Clinical Team to work in partnership with Respiratory Leadership to design and implement a tailored, educational onboarding unique to the challenges and needs of iNO use in specific care areas.
- Hospital will be provided 4 weeks of continuous, on-site education by a *team* of VERO Clinical Educators during the onboarding. Customized training will be provided for all RT staff (days, nights, weekends), Nursing, and Physicians for proper use and operation of the GENOSYL® Delivery System (DS).
- Once fully onboarded, ongoing support will be provided.

**VERO Education Onboarding Process:**

With an executed contract, the VERO Team will schedule onboarding and develop a training plan with Hospital Respiratory Leadership: A minimum of 30 days is required to schedule an agreed upon “Go Live” date.

1. Pre-Planning: 30-45 days prior to Go-Live Date:
  - a. Identify hospital equipment used with iNO and specific care area requirements for the GENOSYL® DS
  - b. Coordinate training plan with Respiratory Educator and Director
  - c. Meet with Transport to determine sled configuration and resources needed
  - d. Work closely with MRI Safety Officer
  - e. Determine logistical workflow and support needed for all care areas including ICU’s, OR, Cath Lab, and MRI
  - f. VERO Inventory Specialist will consult with Hospital Equipment Specialist to set

- PAR levels for all consumables
  - g. Partner with Biomed to understand and support Hospital's equipment procedures
  - h. Discuss with finance invoice and billing process
- 2. Online Training Portal: Available upon executed contract and should be completed before on-site education.
  - a. Exclusive online access to VERO Connect Training for all users of the GENOSYL<sup>®</sup> DS.
    - 1. Videos include in-depth overview of features, set-up, and troubleshooting
    - 2. Brief GENOSYL<sup>®</sup> DS tutorials specific to the needs of the bedside RN
- 3. Equipment Delivery:
  - a. Equipment (GENOSYL<sup>®</sup> DS, Cassettes, Disposables) will arrive in stages prior to the first day of on-site training
  - b. Transport equipment to include Transport Mounts
  - c. MRI equipment to include Gauss Alarms, Mounts, and Testing Magnets
  - d. VERO Team will install all equipment in coordination with the Biomed Department
- 4. Partnership365<sup>TM</sup>:
  - a. Training and Education: Comprehensive system onboarding, live training by Respiratory Clinical Expert, and exclusive online access to VERO Connect Training
  - b. Dedicated call center: (1-877-337-4118) Available 24/7/365 for immediate clinical support provided by VERO Respiratory Therapists
  - c. Medical Information Team: Experts provide concise, accurate, and clinically relevant data to your medical requests
  - d. Inventory Management: Support team provides personalized monitoring and management of equipment and inventory

**Live In-Person Training:**

VERO will be on-site for a minimum of 4-6 weeks for education and support of staff to transition to the GENOSYL<sup>®</sup> DS

- a. User Training:
  - a. Multiple 1-hour in-services scheduled throughout each week
  - b. Return demonstration competency check-offs
- b. Dedicated Nursing and Physician Education

**Business Review:**

The VERO Account Executive will partner with Hospital Leadership to conduct business reviews, annually or upon request, to review usage/spend, progress, and receive feedback to ensure expectations are met





April 11th, 2024

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

Re: Request for competitive bidding information regarding Nitric Oxide Therapy, Inhaled.

Dear Mr. Parandi:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Nitric Oxide Therapy, Inhaled. 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 Nitric Oxide Therapy, Inhaled. HealthTrust issued RFPs and received proposals from identified suppliers in the category. Agreements were awarded to Ino Therapeutics and Vero Biotech in August of 2023. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 0</b>						
<b>Corporate/Business Entity Name:</b> Vero Biotech Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>	387 Technology Circle NW, Suite 125			<b>Website:</b> <a href="https://www.vero-biotech.com">https://www.vero-biotech.com</a>		
<b>City, State and Zip Code:</b>	Atlanta, GA 30313			<b>POC Name:</b> Carl Sharamitaro		
				<b>Email:</b> <a href="mailto:carl.sharamitaro@vero-biotech.com">carl.sharamitaro@vero-biotech.com</a>		
<b>Telephone No:</b>	(877) 337-4118			<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b> <a href="https://www.vero-biotech.com">https://www.vero-biotech.com</a>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

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

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

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

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

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

 _____ Signature	TODD BEAD _____ Print Name
CFO _____ Title	04/02/2024 _____ Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

**For UMC Use Only:**

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b> Professional Services Agreement (Individual Diagnostic Teleradiology Coverage)	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) template for use with various providers; or take action as deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000714000	Funded Pgm/Grant: N/A
Description: Diagnostic Teleradiology Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 1 year with two, 1-year renewal options	
Amount: \$643,500 annually per provider; \$804,375 annually per provider for additional shift work	
Out Clause: Upon 180 days’ written notice without cause	

**BACKGROUND:**

This request is to establish a template Professional Services Agreement for individual diagnostic teleradiology coverage. This template will be used to contract with identified providers for a 1-year term and a not-to-exceed annual compensation of \$643,500.00. If an identified provider works additional shifts, the compensation will not exceed \$804,375 annually. Both proposed compensation amounts have been determined to be within fair market value and commercially reasonable. UMC estimates that a total of ten (10) providers may be contracted with under this arrangement, however, the actual amount may vary.

This template agreement has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
April 17, 2024

Agenda Item #

**12**

**PROFESSIONAL SERVICES AGREEMENT  
(Individual Diagnostic Teleradiology Coverage)**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 //NAME//, a licensed Nevada physician with his/her principal place of business at //ADDRESS// (hereinafter referred to as “Provider”);

**WHEREAS**, Hospital is the operator of a Radiology Department located in Hospital which requires certain Services (as defined below);

**WHEREAS**, Hospital recognizes that the proper functioning of the Department requires Services from a physician who has been properly trained and is fully qualified and credentialed to practice medicine as a diagnostic radiologist via teleradiology; and

**WHEREAS**, Provider desires to contract for and provide said Services in the specialty of diagnostic radiology, as more specifically described herein.

**NOW THEREFORE**, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

**I. DEFINITIONS**

For the purposes of this Agreement, the following definitions apply:

- 1.1 Teleradiology Services. Provider’s duties and obligations hereunder shall be to provide diagnostic radiology services via teleradiology for the Designated Facilities (as defined herein) at such days and times set forth in this Agreement.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Radiology.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

**II. PROVIDER’S OBLIGATIONS**

- 2.1 Services. Provider shall deliver to the Department and Hospital certain diagnostic teleradiology services (collectively the “Services”) for Hospital’s specified locations (the “Designated Facilities”), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.
- 2.2 Medical Staff Appointment.
  - a. Provider shall at all times hereunder, be a member in good standing of Hospital’s Medical Staff with appropriate clinical credentials and appropriate Hospital privileges. If Provider fails to maintain staff appointment of clinical privileges in good standing, Provider will not be permitted to render the Services and will be replaced promptly by Hospital. Hospital shall replace Provider who has been suspended, terminated or expelled from Hospital’s Medical Staff, loses his/her

license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.

- b. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider. Provider represents and warrants that he/she:

- a. is Board Certified in Radiology;
- b. possesses an active license to practice medicine from the State of Nevada, and the applicable State licensing authority from the location he/she is reading from, each of which is in good standing;
- c. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, if and as applicable;
- d. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
- e. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
- f. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
- g. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- h. at all times will comply with all applicable laws and regulations in the performance of the Services; and
- i. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to meet any of the requirements in this Agreement after a period of three (3) calendar days. Additionally, Provider must timely submit any requested documentation of the UMC medical staff office related to his or her location where the Services are performed in order to ensure for the proper credentialing of the Provider. Provider shall be required to submit any change in such location with 60 days prior written notice to UMC's medical staff office.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of

medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform his/her work and functions.

2.6 Industrial Insurance.

- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for his/her employees as required by the industrial insurance laws of the State of Nevada, as applicable.
- b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement, if and as required. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on him/herself and any employees providing these Services, at his/her own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

2.8 Provider's Personal Expenses. Provider shall be responsible for all his/her personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

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

2.10 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any



current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), all collectively referred to as “HIPAA Regulations”. Provider shall preserve the confidentiality of Protected Health Information (“PHI”) it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make his/her internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.

- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient’s PHI to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.12 Compliance with Hospital Policies. Provider shall abide by the relevant policies of Hospital, including, without limitation, its corporate compliance program, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to Provider upon request.

### III. HOSPITAL’S OBLIGATIONS

#### 3.1 Teleradiology Equipment and Technology Support.

- a. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Services on behalf of the Designated Facilities. A list of the equipment is set forth on **Attachment 2**, and is subject to change from time to time. Provider shall be required to keep and maintain said equipment in good order and repair and will be asked to sign an Equipment Attestation, in the form attached hereto as **Attachment 2**.
- b. All equipment provided by Hospital is owned by Hospital and will remain the possession of Hospital. Upon receipt of the equipment, Provider will review the item list and confirm all items are received. Provider will also confirm serial numbers or other identifying information is correct. The Equipment Attestation

must be signed and sent back to the Hospital at such address as set forth on **Attachment 2**. If any of the equipment provided by UMC is defective or appears to be damaged, the provider should contact Hospital immediately.

- c. In the event the equipment is not returned, or is returned damaged (except ordinary wear and tear), Provider agrees that an amount equal to the repair or replacement cost of the equipment, may be deducted from any outstanding compensation due and owing under this Agreement. Amounts remaining due and owing after any offset, will be invoiced to Provider.
- d. For technical support, Provider should call Hospital's IT Support Center at **(702) 383-2227**. Hospital will support all Hospital-owned equipment, with the demarcation of UMC's responsibility at the firewall device. Hospital staff may utilize remote access and remote control software to assist with troubleshooting and resolution of issues, provided however, Provider must allow access to the computer by Hospital IT staff. At no time will Hospital support or troubleshoot issues with Provider's internet connection, personally owned equipment, or configurations not set and managed by Hospital. Support of personally owned equipment and services is the sole responsibility of Provider.

- 3.2 **Hospital Services**. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services, as applicable.
- 3.3 **Personnel**. Other than Provider, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, provided that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

#### **IV. BILLING/CREDENTIALING**

- 4.1 **Assignment of Billing**. Provider shall not bill any patients and/or third party payors for professional components. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is responsible for all the billing or collection of professional components. Provider agrees cooperate with the completion of all documentation necessary to assign his professional fee billings to Hospital.
- 4.2 **Credentialing**. Provider shall actively participate and cooperate with the medical staff enrollment team to complete the Medicare/Medicaid and all commercial payer enrollment forms necessary for the credentialing process.

## V. COMPENSATION

5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider \$3,575.00 per shift for the performance of the Services provided by Provider, with a total annual expected base compensation of \$643,500.00. Provider may at hospital request work additional shifts, provided however the annual compensation shall not exceed the total annual amount of \$804,375.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (1<sup>st</sup>) day of each month. Payment will be made on the third (3<sup>rd</sup>) Friday of each following month, or if the third (3<sup>rd</sup>) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

Payments to Provider shall be directed to the address in Section 7.18.

5.2 Time Tracking. Provider shall record his/her time for the Services via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time.

5.3 Failure to Respond. Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with Exhibit A.

5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

## VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on \_\_\_\_\_, 2024, and subject to Section 7.5, shall remain in effect through 11:59 p.m. on \_\_\_\_\_, 2025 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

- a. Any change of address of Provider;
- b. Any action against the license of Provider;
- c. Any breach of a representation or warranty as required under Section 2.3; or
- d. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out his/her duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program;

- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within ten (10) days (or such earlier time period required under this Agreement) after written notice of said breach:
  - i. Professional misconduct by Provider as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder;
  - ii. Conduct by Provider, which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital;
  - iii. Absence of Provider from providing the Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by other providers, providing these Services under separate agreements. Such adequacy will be determined by Hospital;
  - iv. Provider's failure to meet productivity requirements, failure to log into the PACS system, and/or failure to provide adequate hardware or internet to perform providers duties;
  - v. The inability of Provider to be credentialed as a Provider on any third party payor agreement required by Hospital, including commercial and/or government payors; or
  - vi. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
  - i. The exclusion of Hospital from participation in a federal health care program;
  - ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
  - iii. The failure of Hospital to maintain full accreditation by The Joint Commission;
  - iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
  - v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon one hundred eighty (180) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

## VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30<sup>th</sup>) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.
- 7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information

received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

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

- 7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.
- 7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 7.10 False Claims Act.
- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1.**
  - b. Hospital is committed to complying with all applicable laws, including but not limited to federal and state False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital

Compliance Officer can be contacted via email at [rani.gill@umcsn.com](mailto:rani.gill@umcsn.com), by calling 702-383-6211, or through the UMC EthicsPoint hotline located at <http://umcintranet/compliancehotline.html>. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

- 7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
- 7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, electronic mail or by hand delivery, and directed to the appropriate party as follows:

To Hospital:                      University Medical Center of Southern Nevada  
    Attn: Chief Executive Officer  
    1800 West Charleston Boulevard  
    Las Vegas, Nevada 89102

To Provider:                      \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 7.24 Board Approval. The parties agree that this Agreement shall have no force and effect unless and until it has been approved by the appropriate governing body of the Hospital in accordance with applicable law and delegations of authority under Clark County Ordinance, board resolution, and/or applicable Hospital policy and procedure.
- 7.25 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

None

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:

Hospital:  
**University Medical Center  
of Southern Nevada**

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

By: \_\_\_\_\_  
Mason Van Houweling  
Chief Executive Officer



## **EXHIBIT A SERVICES**

Provider to provide the Services in accordance with the following requirements:

### Teleradiology Services:

Provider's duties and obligations hereunder shall be to provide the Services for the Designated Facilities for fifteen (15) 10-hour shifts, as scheduled by Hospital. The schedule is anticipated to include 180 shifts and consist of seven (7) days on-duty, followed by seven days off-duty for the Term of this Agreement. During the time when Provider is scheduled to provide the Services, he/she shall be available by telephone. Provider shall respond to calls in accordance with Hospital policies and guidelines. It is expected that Provider shall read a minimum of eighty (80) reads per shift, approximately fifty percent (50%) plain film and fifty percent (50%) cross-sectional, or as otherwise assigned. Notwithstanding any other productivity measure, Provider shall complete all work in a timely manner each shift as assigned to Provider by Hospital.

Designated Facilities: All Services are to be performed for following locations of UMC Hospital:

UMC Hospital – 1800 West Charleston Blvd., Las Vegas, Nevada 89102

- University Medical Center of Southern Nevada – Level I Trauma Center
  - 1800 West Charleston Blvd, Las Vegas, Nevada 89102
- Clinic sites:
  - Nellis Quick Care:
    - 53 N. Nellis Blvd Suite 61, Las Vegas, NV 89110
  - Enterprise Quick Care:
    - 1700 Wheeler Peak Drive, Las Vegas, NV 89106
  - Summerlin Quick Care:
    - 2031 N. Buffalo Dr, Las Vegas, NV 89128
  - Rancho Quick Care:
    - 4231 N. Rancho Dr, Las Vegas, NV, 89130
  - Spring Valley Quick Care:
    - 4180 S. Rainbow Blvd Suite 810, Las Vegas, NV 89103
  - Pecolle Ranch Quick Care:
    - 9320 West Sahara Ave, Las Vegas, NV 89117
  - Centennial Hills Quick Care:
    - 5785 Centennial Center Blvd, Las Vegas, NM, 89149
  - Blue Diamond Quick Care:
    - 4760 Blue Diamond Road, Suite 110, Las Vegas, NV 89139
  - Sunset Quick Care:
    - 525 Mark St, Henderson, NV 89104
  - UMC Express Care at LAS: McCarran Int'l Airport:
    - 5757 Wayne Newton Blvd, Las Vegas, NV 89119
  - Aliante Quick Care:
    - 5860 Losee Road, North Las Vegas, NV 98081
  - UMC Orthopedic and Spine Institute
    - 2231 W Charleston Blvd, Las Vegas, Nevada 89102

**EXHIBIT B**  
**STANDARDS OF PERFORMANCE**

Provider shall comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall operate and conduct him/herself in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, Provider shall be free to perform private practice at other offices and hospitals. If Provider is employed under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- e. Provider shall perform appropriate clinical documentation.
- f. Provider shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").
- g. Provider shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, and any and all applicable policies and/or procedures.
- h. Provider shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.
- i. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such

medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider, and in no event is Provider required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Provider within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical interests in Provider's judgment. The parties agree that this provision concerning referrals by Provider complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

- j. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.
- k. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

## ATTACHMENT 1 NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

### *Federal False Claims Act*

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of \$25,000; or both.

### *Nevada State False Claims Act*

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or

- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than \$250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of \$1,000 to \$2,000; or both. If the value of the false claim(s) is greater than \$250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of \$5,000.

#### *Non-Retaliation/Whistleblower Protections*

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

#### *Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims*

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at <http://www.goldenegg.ethicspoint.com>, or by contacting the UMC Compliance Officer at [Rani.Gill@umcsn.com](mailto:Rani.Gill@umcsn.com) or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

**ATTACHMENT 2  
EQUIPMENT ATTESTATION**

All equipment provided by Hospital, as listed below, is owned by Hospital and will remain the possession of Hospital. Upon receipt of the equipment, Provider will review the item list, inspect the equipment, and confirm all items are received. The Provider will also confirm serial numbers or other identifying information is correct. As evidenced by signature below, none of the equipment provided by Hospital is defective or appears to be damaged. In the event, Provider determines the Equipment is damaged, it is his or her responsibility to notify hospital at the contact information listed below.

**Equipment Provided by UMC [INSERT SERIAL NUMBERS AS APPLICABLE]**

**\*Subject to change**

- (1) **HP Z2 G9 Core i7 with 32GB RAM, 1TB HDD**
- (1) **NVidia GE Force RTX 3060 – 12GB RAM**
- (2) **Dell P2723QE 4K Monitors for Epic and work queue management**
- (1) **Dell U3224KB 6K Monitor for image reading**
- (1) **Mini DP to Display port 1.4 8K 60Hz cable**
- (3) **Standard HDMI cables**
- (1) **Philips SMP3700 microphone**
- (1) **Gaming-quality Mouse**
- (1) **Gaming-quality Keyboard**
- (1) **Meraki M75 Hardware Endpoint VPN**

The undersigned, acknowledges and agrees, that all of the above-listed equipment has been received and appears to be in good working order.

\_\_\_\_\_  
[INSERT NAME], Provider

Upon termination of Provider’s relationship with Hospital, all equipment will be returned to the address set forth below. An item list, mailing label and supplies, and instructions will be provided by UMC IT. The signed item list with an accounting of all equipment being returned must be included in the box.

**See Technical Support contact information: call Hospital’s IT Support Center at (702) 383-2227.**

**Return equipment to the following address:** University Medical Center  
Attn; IT Services Division  
1800 W. Charleston Blvd  
Las Vegas, Nevada 89102

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

<b>Issue:</b> Professional Services Agreement (Surgery) with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education of behalf of the Kirk Kekorian School of Medicine at UNLV	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<p><b>Recommendation:</b></p> <p><b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Professional Services Agreement for surgery services with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education of behalf of the Kirk Kekorian School of Medicine at UNLV; or take action as deemed appropriate. (For possible action)</b></p>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000702100	Funded Pgm/Grant: N/A
Description: Surgery Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 6/1/2024 to 5/31/2026, with two, 1-year automatic renewals	
Amount:	
6/1/24 to 5/31/25	Professional Services NTE \$5,694,000
6/1/25 to 5/31/26	Administrative Services NTE \$385,200
-----	
Estimated total for both services is \$12,158,400.00	

Out Clause: Upon 180 days’ written notice

**BACKGROUND:**

This request is to enter into a new Professional Services Agreement for general and specialized surgery services with UNLV Medicine and the Kirk Kekorian School of Medicine at UNLV (collectively called “Provider”). Provider will provide 24/7 on-call and consultative coverage to UMC’s inpatients and outpatients of the Surgery, Otolaryngology, Emergency and Trauma departments for the following surgical subspecialties: (1) otorhinolaryngology, (2) plastics (micro and replantation), (3) pediatrics, (4) colorectal, (5) trauma and trauma ICU, (6) general surgery, and (7) burn care. Response times for on-call services shall be in accordance with UMC’s policies. In addition, Provider will provide administrative services through Medical Directors for Trauma, Trauma ICU and Burn Care.

Cleared for Agenda  
April 17, 2024

Agenda Item #

**13**

UMC will compensate Provider an estimated \$12,158,400 for the duration of the Agreement which compensation has been determined to be within fair market value. The term of the Agreement is from June 1, 2024 through May 31, 2026, with two, 1-year automatic renewals. Either party may terminate this Agreement with a 180-day written notice to the other.

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

The Department of Business License has determined that Provider is not required to obtain a Clark County business license nor a vendor registration since Provider is part of the Nevada System of Higher Education, which is an entity of the State of Nevada.



**PROFESSIONAL SERVICES AGREEMENT  
(Clinical Services)**

This Agreement, made and entered into as of the date last signed by the parties, 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”), **UNLV Medicine**, a Nevada nonprofit corporation, (hereinafter referred to as “UNLV Medicine”) and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas (the “University” or “UNLV”) Kirk Kerkorian School of Medicine (“UNLV SOM”). Hereinafter UNLV Medicine and UNLV SOM shall be collectively referred to as “Entities”. UNLV Medicine, UNLV SOM and Hospital may each individually be referred to as a “party” and collectively referred to as “parties.”

**WHEREAS**, Hospital is the operator of departments of surgery, plastic surgery, otolaryngology and trauma (collectively referred to herein as the “Department”) located in Hospital which requires certain Services (as defined below);

**WHEREAS**, UNLV Medicine is a Nevada nonprofit corporation that serves as the faculty practice plan of UNLV SOM, and provides billing, administrative, and management services to physicians who comprise the full- and part-time faculty of UNLV SOM (“Physicians”); and

**WHEREAS**, University is a state institution of higher education established by the Nevada Constitution, Article 11, Section 4, with the power and duty to operate, manage, control, and maintain UNLV SOM, whose missions are to teach medicine, to engage in research, and to provide clinical services to the community, with the power to employ, control, sanction or terminate those physicians who are members of the UNLV SOM faculty; and

**WHEREAS**, UNLV SOM and UNLV Medicine entered into an Operating Agreement with UNLV SOM dated April 27, 2017 and amended on December 6, 2019 and September 1, 2020, that outlines the terms upon which UNLV Medicine will serve as the faculty practice plan of UNLV SOM, including, but not limited to, the manner in which UNLV SOM is to provide support for UNLV Medicine; and

**WHEREAS**, Physicians are full- and part-time faculty members of UNLV SOM, are employed by UNLV SOM and have clinical and professional experience related to the provision of surgical services, including but not limited to certain services related to Hospital’s Level 1 Trauma Center.

**WHEREAS**, the Entities desire to contract for and/or provide for the Services in the specialty of general and specialized surgery, including any applicable surgical subspecialties in, plastics (micro and replantation), otorhinolaryngology, pediatrics, colorectal and oncology, as more specifically described herein and Hospital desires to engage the Entities to provide the services of Member Physicians to assist with the Services (as defined in Section 2.1) described herein.

**WHEREAS**, the Parties intend that this Agreement supersedes any previous agreements, written or oral, related to the Services described herein and with respect to the Department.

**NOW THEREFORE**, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

## I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

- 1.1 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor (“M.D.”), doctor of osteopathy (“D.O.”), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician, who have been accorded privileges to provide such care in Hospital. Advanced Practice Professionals to be utilized by UNLV Medicine for the provision of Services, if any, are listed on Exhibits A-1 through A-8, which shall be subject to change from time to time.
- 1.2 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Surgery, Department of Plastic Surgery, Department of Otolaryngology and Department of Trauma.
- 1.3 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.4 Member Physicians. Physician(s) employed by UNLV SOM or contracted with UNLV Medicine which are mutually agreeable to Hospital (as listed on Exhibits A-1 through A-7 and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.
- 1.5 Services. Clinical services in the specialty of surgery, including all applicable surgical subspecialties as further described in the Service Line Exhibits (as defined below), performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to delivery to the Department and the Hospital certain Services to patients, 24 hours per day/seven days per week, as further described herein.

## II. ENTITIES’ OBLIGATIONS

- 2.1 Department Coverage for Services. The Entities, by and through Member Physicians, shall deliver to the Department the following Services:
  - a. Professional services in the best interest of patients, in a professional manner and in accordance with community standards;
  - b. Conduct and professionally staff Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate coverage. Physicians shall render and supervise Services and consult with the Medical Staff and Hospital when requested;
  - c. Provide Hospital with consultative coverage on a twenty-four (24) hour-a-day, seven (7) day-a-week. This coverage includes all Hospital inpatients, Hospital outpatients, Emergency Department patients and Trauma Department patients;

- d. Provide service on an emergency and on-call basis to meet the needs of Hospital's inpatients and outpatients of the Department, as well as Emergency Department patients and Trauma Department patients;
- e. Cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;
- f. On an annual basis, UNLV SOM shall use reasonable best efforts to create a collaborative plan with Hospital for the provision of services in support of the medical resident program. Such plan shall include the involvement of the Hospital and will include the residency program's daily patient responsibility;
- g. Ensure clinical effectiveness by providing direction and supervision in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- h. Coordinate and integrate clinically related activities both inter and intra departmentally within Hospital and its affiliated clinics;
- i. Such other Services, as more specifically described on Exhibit A-1 through Exhibit A-8, attached hereto and incorporated herein by reference (hereinafter referred to as the "Service Line Exhibits").

2.2 Administrative Services. During the Term, in addition to the Services provided by a Member Physician, UNLV SOM shall designate a Medical Director for Trauma, a Medical Director for Trauma ICU and a Medical Director for Burn Care Services (individually a "Medical Director" and collectively the "Medical Directors") for the provision for certain Administrative Services (as further defined in this Section 2.2). Among other Administrative Services detailed below, the Medical Directors shall be responsible for scheduling the call coverage services required for the operations of the Department in coordination with Hospital Administration and the Medical Staff Office. Deborah Kuhls, M.D. has been designated as the Medical Director for Trauma, Kevin Kuruvilla, M.D. has been designated as the Medical Director for Trauma ICU, and Syed Saquib, M.D. has been designated as the Medical Director for Burn Care Services. UNLV SOM may, from time to time, revise the named Medical Directors herein upon notice to and acceptance by Hospital.

In addition to the Medical Directors, the Hospital acknowledges and agrees that certain other administrative services may be performed by other qualified Member Physicians (each an "Administrative Physician") acceptable to Hospital for the furtherance of the operation of the Hospital and the Department. Hospital acknowledges and agrees that certain of the Administrative Services of the Administrative Physician(s) may be assigned to another qualified Member Physician acceptable to Hospital provided the same are documented in accordance with Section 5.3. The services of the Medical Directors and the Administrative Physician(s) shall collectively be referred to as the "Administrative Services". The Administrative Services are as follows:

- a. Work with Hospital to develop and administer Hospital's care pathways and enhance such pathways based upon Member Physicians' clinical experience as well as

development of Hospital's operational efficiency programs, including throughput improvement, utilization review and discharge planning;

- b. Oversee and supervise the overall operations of the Department and perform certain administrative, supervisory and education functions in relation to the operation of the Services, and as required from time-to-time by the Hospital's CEO, or his/her designee.
- c. Provide quarterly standardized reports on metrics, as requested by Hospital administration, including the CEO, COO, CNO, Patient Safety and Quality Committees, and/or his or her designees.
- d. Contribute to a positive relationship among Hospital's administration, the Medical Staff and the community;
- e. Promote the growth and development of the Department, in conjunction with Hospital, placing special emphasis on expanding diagnostic and therapeutic services;
- f. Inform the Medical Staff of new equipment and applications relevant to the Department;
- g. Recommend innovative changes directed toward improved patient services;
- h. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- i. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;
- j. Represent the Department on the Medical Staff committees and at Hospital department meetings as the need arises;
- k. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken and using established Hospital mechanisms for appropriate follow up;
- l. Assess and recommend to Hospital administration and to the Department the need for capital expenditure for equipment, supplies and space required to maintain and expand the Department;
- m. Provide for the education of Medical Staff and Hospital personnel in a defined organized structure and as the need presents itself;
- n. Report any equipment malfunction to Hospital administration and the Department;
- o. Assist Hospital in the appeal of any denial of payment of Hospital charges; and
- p. Perform such other administrative duties as necessary to the Department as assigned.

The Medical Directors and each Administrative Physician shall be required to submit monthly time records which detail with reasonable specificity, the time spent performing the Administrative Services as further described in Section 5.3. The Parties acknowledge and agree that in the event a Service Line Exhibit is terminated pursuant to Article VI then the corresponding Administrative Services related thereto will likewise terminate.

### 2.3 Medical Staff Appointment.

- a. Member Physicians shall at all times be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any Member Physician who fails to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by UNLV Medicine. UNLV Medicine shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.4 below. In the event UNLV Medicine replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
- b. The Entities shall be fully responsible for the performance and supervision of any Member Physician and/or others under its direction and control, as applicable, in the performance of Services under this Agreement.
- c. Advanced Practice Professionals employed or utilized by the Entities must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Medical Staff Bylaws, Rules and Regulations and related policies and procedures.

### 2.4 Representations of the Entities.

- a. Each of UNLV Medicine and UNLVSOM represent and warrant that it:
  - i. UNLV Medicine, as a 501(c)(3), has a valid Nevada business identification number as well as all other filings to legally operate within Clark County and the State of Nevada. Furthermore, UNLV Medicine is currently in good standing with the Nevada Secretary of State and Department of Taxation, UNLVSOM holds all proper and necessary academic credentialing, certification, satisfactory graduate medical education surveys and approvals, as may be required of the ACGME or any equivalent group;
  - ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
  - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;

- iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
  - v. is not restricted under any third party agreement from performing the obligations under this Agreement;
  - vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
  - vii. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.
- b. Each of the Entities, on behalf of each Member Physician (and Advanced Practice Professional as applicable), represent and warrants to the best of its/their knowledge after reasonable inquiry that each Member Physician:
- i. is board certified or board eligible (pursuant to Medical Staff's delineation of privileges) in general surgery, as well as applicable subspecialty board certification in burn, plastic surgery, otorhinolaryngology, pediatrics, orthopedics, colorectal and oncology, as applicable;
  - ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
  - iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, as needed to provide the Services;
  - iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
  - v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
  - vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
  - vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
  - viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
  - ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
  - x. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

2.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. The Entities agree to notify Hospital in writing within three (3) business days after either becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 or elsewhere in this Agreement. Hospital shall, in its reasonable and good faith discretion, have the right to terminate this Agreement if Entities fail to notify the Hospital of such a breach and thereafter fails to remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

- 2.6 Independent Contractor. In the performance of the work duties and obligations performed by Entities under this Agreement, it is mutually understood and agreed that the Entities are and/or Member Physicians are, at all times, acting and performing as independent contractors practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which the Entities shall perform its work and functions.
- 2.7 Industrial Insurance.
- a. As independent contractors, the Entities shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians and/or Advanced Practice Professionals, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
  - b. The Entities agree, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. The Entities agree to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If the Entities do not maintain such coverage, the Entities agree that Hospital may withhold payment, order the Entities to stop work, suspend the Agreement or terminate the Agreement.
- 2.8 Professional Liability Insurance. The Entities shall carry professional liability insurance on the Member Physicians and Advanced Practice Professionals, at its own expense in accordance with the minimums required by applicable law and the Medical and Dental Staff Bylaws. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.
- 2.9 Personal Expenses. The Entities shall be responsible for all its Member Physicians', Advanced Practice Professionals' (if and as applicable), as well as any of the Entities' employees' personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.
- 2.10 Maintenance of Records.
- a. All medical records, histories, charts and other information regarding patients treated at Hospital or matters handled by Member Physicians hereunder, or any data or data bases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. The Entities shall have access to and may copy relevant records upon reasonable notice to Hospital.
  - b. UNLV Medicine shall ensure that Member Physicians complete all patient charts in a timely manner in accordance with the standards, Hospital policies and recommendations, The Joint Commission, CMS and Regulations of the Medical and Dental Staff, as may then be in effect, which policies are available for review upon request.

2.11 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, “Protected Health Information” shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. The Entities shall use reasonable efforts to preserve the confidentiality of Protected Health Information received from Hospital and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”), regulations promulgated thereunder (“HIPAA Regulations”) and applicable state law. Hospital and Entities shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.
- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Entities and their respective employees and other representatives and Member Physicians to have access to and use of Protected Health Information for purposes of the OHCA. Hospital, the Entities, and Member Physicians shall share a common patient’s Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.12 UMC Policy #I-66. The Entities shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as may be amended from time to time.

### **III. HOSPITAL'S OBLIGATIONS**

3.1 Space, Equipment, Supplies and Technical Support.

- a. Hospital shall provide appropriate space within Hospital for the Department (excluding Entities’ private office space) for Departmental obligations; however, the Entities shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.
- b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of



the Department. Hospital shall also keep and maintain said equipment in good order and repair.

- c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records (HIM) and Nursing.

3.3 Personnel. Other than Member Physicians and Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Entities, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

3.4 Representations of Hospital.

- a. Hospital represents that:

- i. Hospital is an instrumentality of Clark County, a political subdivision of the State of Nevada and a tax-exempt organization under section 501(c)(1) of the Internal Revenue Code,
- ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- iv. at all times will comply with all applicable laws and regulations in the performance of its obligations under this Agreement;
- v. is not restricted under any third party agreement from performing the obligations under this Agreement; and
- vi. has not materially misrepresented or omitted any facts necessary for the Entities to enter into this Agreement.

3.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Hospital agrees to notify the Entities in writing within three (3) business days after either becomes aware of any event that occurs that constitutes a breach of the representations contained in Section 3.4 or elsewhere in this Agreement. The Entities shall, in their reasonable and good faith discretion, have the right to terminate this Agreement if Hospital fails to notify Entities of such a breach.

## IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, UNLV Medicine shall directly bill patients and/or third party payers for all professional components. The Entities shall have access to the billing information through the Hospital's EHR system; provided however, in the event such access or information is unavailable, Hospital shall provide timely response to reasonable requests of the Entities for information needed to facilitate such direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. UNLV Medicine agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 Fees. Fees will not exceed those which are usual, reasonable and customary for the community.
- 4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, UNLV Medicine agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. The Parties agree to comply with all applicable Federal and State statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with UNLV Medicine's submission of claims and retention of funds for Entities' services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, each of the Entities agree:
- a. To use its commercially reasonable efforts to require that all claims by Entities for Entities' Services delivered to patients at Hospital's facilities are complete and accurate;
  - b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that the Entities do not bill for any items or services that have been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and
  - c. To keep current on applicable Billing Requirements as the same may change from time to time.

## V. COMPENSATION

- 5.1 Compensation for Professional Services. During the Term, and subject to Section 7.5 below, Hospital will compensate Entities for the Services in the monthly and annual amounts set forth in the Service Line Exhibits. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Payment shall be made on the third (3<sup>rd</sup>) Friday of each month, or if the third (3<sup>rd</sup>) Friday falls on a holiday, the following Monday, for the previous month's Services.

- 5.2 Compensation for Administrative Services. As compensation for the Administrative Services as described in Section 2.2, Entities shall be entitled to an hourly compensation for the Medical Directors of Trauma, Trauma ICU and Burn Care Services the amount of One Hundred Ninety Dollars (\$190.00) per hour for up to eighty (80) hours per month for the Medical Director of Trauma, and twenty-five (25) hours per month for each of the Medical Directors of Trauma ICU and Burn Care Services, as documented and verified pursuant to accurate and complete time records submitted by the respective Medical Director. For additional Administrative Services of an Administrative Physician, the Entities shall be entitled to an hourly compensation of One Hundred Eighty-Five Dollars (\$185) per hour for up to forty (40) hours per month, as documented and verified pursuant to accurate and complete time records submitted by the respective Administrative Physician.
- 5.3 Time Studies/Payment. Administrative Physicians shall record in hourly increments time spent on the various responsibilities for the Administrative Services on a weekly basis, and via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Administrative Physicians shall submit such time studies to the Hospital's Fiscal Services Department by the 12<sup>th</sup> of each month for the preceding month. Failure to submit the required time study by the 12<sup>th</sup> of each month will delay that month's payment until the time study is received. UNLV Medicine will be paid on the third (3<sup>rd</sup>) Friday of each month, or if the third (3<sup>rd</sup>) Friday falls on a holiday, the following business day for the previous month's Administrative Services.
- 5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties through a process of arm's length negotiations resulting in compensation for Services rendered by each Member Physician to be fair market value and commercially reasonable for the Services, and the Administrative Services, provided hereunder.

## **VI. TERM/MODIFICATIONS/TERMINATION**

- 6.1 Term of Agreement. This Agreement shall become effective on June 1, 2024 (the "Effective Date"), and subject to Section 7.5, shall remain in effect through May 31, 2026 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two additional one-year periods (each a "Successive Term") unless either party provides the other with written notice of its intent to not renew the Agreement no later than ninety (90) days prior to the termination of the then applicable Initial Term or Successive Term (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").
- 6.2. Modifications. Within three (3) calendar days, each party shall notify the others in writing of:
- a. Any change of address;
  - b. Any material change in membership or ownership of a party;
  - c. Once a party becomes aware of any action against the license of any Member Physician;

- d. Once a party become aware of any action commenced against anyof the parties which could materially affect this Agreement; or
- e. Once a party becomes aware of any other occurrence known to it that could materially impair that party's ability to carry out the duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate in its entirety upon the exclusion of either party from participation in any federal health care program.
- b. This Agreement, in its entirety or with respect to any Service Line Exhibit, may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
  - 1. Professional misconduct by any Member Physicians or Advanced Practice Professionals as determined by the Bylaws, and the appeal processes thereunder if such Member Physician is not timely removed by UNLV Medicine; or
  - 2. Conduct by any Member Physicians or Advanced Practice Professionals which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff, and if upon notice and request by Hospital, UNLV Medicine does not remove such Member Physician or Advanced Practice Professional from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction; or
  - 3. Disputes among the Member Physicians, partners, owners, principals, of the Entities that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care; or
  - 4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by UNLV Medicine; or
  - 5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement, in its entirety or with respect to any specified Service Line Exhibit, may be terminated by either Entity at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

1. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or
  2. Hospital at any time engages in any criminal conduct or fraud that either Entity reasonably determines is harming or is likely to materially harm the goodwill or reputation of either Entity; or
  3. The failure of Hospital to maintain full accreditation by The Joint Commission; or
  4. Failure of Hospital to compensate the Entities in a timely manner as set forth in Section V above; or
  5. Breach of any material term or condition of this Agreement.
- 6.4 Termination Without Cause. After one year from the Effective Date, any party may terminate this Agreement, in its entirety or with respect to any specified Service Line Exhibit, without cause, upon One Hundred Eighty (180) days written notice to the other party. If Hospital terminates this Agreement or a Service Line Exhibit, the Entities waive any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to the Entities for Services rendered under the terms of this Agreement. If the Entities terminate this Agreement, in its entirety or with respect to a specified Service Line Exhibit, without cause consistent with the terms as set forth hereunder in section 6.4, Hospital waives any cause of action or claim for damages arising out of or related to, the termination by the Entities.
- 6.5 Fair Market Value Review. In the event a party determines that there has been a material change to its payor mix, patient volume or other key indicator necessary to determining fair market value compensation under this Agreement, such party will submit a notice to request a new calculation of the service level value ("Notice for Calculation of FMV" or "Notice") to the other party(ies). In the Notice for Calculation of FMV, the party will set forth the material change it believes necessitates an increase or reduction in the compensation paid hereunder and the parties may jointly engage the services of a mutually agreeable third-party valuation expert to reassess the commercial reasonableness and fair market value compensation paid under the terms of this Agreement. The Notice will be sent in accordance with Section 7.18 and the parties agree to meet within thirty (30) days of the receipt of the Notice with the intent that any required amendment be completed within one hundred and eighty (180) days, unless the parties mutually agree to extend such timeframes while good faith negotiations continue.

## VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Entities shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them, those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing those services. If the Entities carry out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12)

months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. § 1395x (v) (1) (I), and the regulations promulgated thereunder.

- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party; provided however, Hospital acknowledges and agrees that UNLV SOM has assigned its right to receive all compensation arising out of this Agreement to UNLV Medicine. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by the Entities shall be kept in the strictest confidence by the Entities and its employees and contractors in accordance with applicable law.
- 7.8 Corporate Compliance. The Entities each recognize that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Entities agree at all times to comply with all applicable federal, state and local laws and regulations in

effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to the Entities upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

- a. The state and Federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly (as defined in 31 U.S. Code § 3729 (b)(1)(A)(i-iii)) presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures that the provider knows were not medically necessary. Violation of the Federal False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
- b. The parties are committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**. The Entities are expected to immediately report to Hospital's Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (888) 691-0772, the website at <http://umcsn.alertline.com>, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee which either of the Entities believe, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. Hospital, should it become aware of any similar violations, shall in good faith, report such information to the UNLV Medicine

Compliance officer at its earliest reasonable opportunity.

- 7.11 Federal, State, Local Laws. Each party hereto will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 Financial Obligation. The Entities shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 Force Majeure. The parties hereto shall not be liable for any delays or failures in performance due to circumstances beyond their control.
- 7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 Mutual Indemnification. Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent that NRS 41.0305 to NRS 41.039 is applicable to this Agreement and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Entities shall indemnify, defend, and hold harmless Hospital from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by the Entities or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.
- Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent expressly authorized by Nevada law, Hospital shall indemnify, defend, and hold harmless the Entities from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by Hospital or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.
- 7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 7.17 Non-Discrimination. Each party shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as a party may specify in writing to the other party:



To Hospital: University Medical Center of Southern Nevada  
Attn: Chief Executive Officer  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102

To UNLV Medicine: UNLV Medicine  
Attn: Chief Executive Officer  
3016 West Charleston Blvd., Suite 100  
Las Vegas, NV 89102

To UNLVSOM: UNLV Kirk Kerkorian School of Medicine  
Attn: Dean  
3014 West Charleston Blvd., Suite 150  
Las Vegas, NV 89102

- 7.19 Publicity. Neither Hospital, nor the Entities shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and Entities, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This paragraph will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.
- 7.25 Other Agreements. The Entities and Hospital are parties under certain other professional services agreement for (i) Women's Care Services; (ii) Psychiatry Services; (iii) Internal/Family Medicine Services; and (iv) certain trauma call panel services necessary

for the Hospital's level one Trauma Center (split with other physicians not currently affiliated with UNLV Medicine).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ENTITIES:  
**UNLV Medicine, Inc.**

HOSPITAL:  
**University Medical Center of Southern Nevada**

By: \_\_\_\_\_  
Name: Joanne Strobbe, M.Ed.  
Its: President & Chief Executive Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mason VanHouweling  
Its: Chief Executive Officer  
Date: \_\_\_\_\_

**The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas Kirk Kerkorian School of Medicine**

*Recommended:*

By: \_\_\_\_\_  
Name: Marc J. Kahn, MD, MBA  
Its: Dean, UNLV Kirk Kerkorian School of Medicine  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Chris L. Heavey, PhD.  
Its: Executive Vice President and Provost  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Keith E. Whitfield  
President

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

*Approved as to legal form:*

By: \_\_\_\_\_  
Elda Luna Sidhu, General Counsel

*Approved:*

By: \_\_\_\_\_  
Patricia Charlton  
Chancellor

**EXHIBIT A-1**  
**Otorhinolaryngology Surgery**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-1, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's otorhinolaryngology surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,500.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$547,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Robert Wang  
Matthew Ng  
Oluwafunmilola Okuyemi  
Jo-Lawrence Bigcas  
Harry Ching

Peter Kim  
Suparna Shah  
Sisi Tian  
Desiree Castonguay  
McKell Prince

**EXHIBIT A-2**  
**Plastics, Micro and Replantation**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-2, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's plastics, micro and replantation inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,900.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$693,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Richard Baynosa	Joshua MacDavid
John Brosious	Barry Claman
John Menezes	Casey Giles
Joshua Goldman	Angelie Teng
Ashley Pistorio	
Meenakshi Rajan	

## **EXHIBIT A-3 Pediatric Surgery**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-3, which shall be performed pursuant to the following requirements:

### Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's pediatric surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

### Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$1,300.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$474,500.00**.

### Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

### Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Mike Scheidler  
Sara Chang

Kitzy Winn

**EXHIBIT A-4**  
**Colorectal Surgery**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-4, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's colorectal surgery inpatients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$400.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$146,000.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Ovunc Bardakcioglu  
Joe Thornton  
Lance Horner

Jennifer Ramirez

**EXHIBIT A-5**  
**Trauma and Trauma ICU Services**

UNLVSOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-5, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's Trauma ICU patients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Provide 24/7/365 secondary on-call coverage to Hospital's Trauma Department with daily rounds and consultative coverage in the trauma intensive care unit.
3. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$2,500.00 per day** for the Trauma Services set forth in this Exhibit, for an **annual amount not to exceed \$912,500.00**. Additionally, subject to Section 5.1, Hospital will also compensate Provider **\$2,000.00 per day** for the Trauma ICU Services set forth in this Exhibit, for an **annual amount not to exceed \$730,000.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Trauma Services Member Physicians and Advanced Practice Professionals:

Deb Kuhls	Lisa Angotti (USAF)
Syed Saquib	Keith Berry (USAF)
Allison McNickle	Erin Caverly (USAF)
Jared Griffard	Harris Kashtan (USAF)
Kevin Kuruvilla	Jeffrey Lewis (USAF)
Stephanie Martinez	Brian O'Connell (USAF)
Rabia Nazamani	Emily Tibbits (USAF)
	Irma Fleming
	Manrique Guerrero
	Thomas Mitchell

Trauma ICU Services and backup Trauma Services Member Physicians and Advanced Practice Professionals:

Deb Kuhls	Lisa Angotti (USAF)
Syed Saquib	Keith Berry (USAF)
Allison McNickle	Erin Caverly (USAF)
Jared Griffard	Harris Kashtan (USAF)
Kevin Kuruvilla	Jeffrey Lewis (USAF)
Stephanie Martinez	Brian O'Connell (USAF)
Rabia Nizamani	Emily Tibbits (USAF)
	Irma Fleming
	Manrique Guerrero
	Thomas Mitchell



## **EXHIBIT A-6 General Surgery Services**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-6, which shall be performed pursuant to the following requirements:

### Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's surgery services patients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

### Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$2,500.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$912,500.00**.

### Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

### Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Brian Ward  
Annabel Barber  
Dan Kirgan  
Charles 'Randy' St Hill  
Jenifer Baynosa  
Deb Kuhls  
Syed Saquib  
Allison McNickle  
Jocelyn Burke  
Yvonne Carter  
Lorena Suarez-Kelly  
Jared Griffard  
Kevin Kuruvilla  
Rabia Nizamani  
Stephanie Martinez  
Joshua MacDavid  
Vanessa Tobias

David Colangione (USAF)  
Bentley Massy (USAF)  
William Pinette (USAF)  
James Poling (USAF)  
Taylor Schanda (USAF)  
Matthew Schreiner (USAF)  
Lisa Angotti (USAF)  
Keith Berry (USAF)  
Erin Carverly (USAF)  
Harris Kashtan (USAF)  
Jeffrey Lewis (USAF)  
Brian O'Connell (USAF)  
Emily Tibbits (USAF)

**EXHIBIT A-7**  
**Burn Care Services**

UNLV SOM and/or UNLV Medicine, by and through the Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A-7, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide daily rounds, on-call and consultative coverage to Hospital's burn care patients and outpatients of the Department, as well as other Hospital patients as assigned.
2. Response times for all on-call services shall be in accordance with Hospital Policy # MS1-111, On Call Physician Policy, as may be amended.

Compensation:

Subject to Section 5.1, Hospital will compensate Provider **\$3,500.00 per day** for the Services set forth in this Exhibit, for an **annual amount not to exceed \$1,277,500.00**.

Performance Measures:

1. Improve, monitor and report on quality measures, to include core measures, patient safety indicators and other initiatives as identified by Joint Commission and CMS.
2. Ensure compliance with clinical documentation requirements of Hospital.
3. Attend at least 80% of committee meetings, as reasonably assigned.
4. On day of each patient's discharge, greater than 50% of all discharge orders are to be written prior to Noon (12:00pm).
5. Reduce readmission rates below the national average, in accordance with Vizient peer review data.

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways, including at least 90% of transfers to specialty services will follow guidelines requiring higher level of care.
2. Critical findings and outcomes to be verified monthly by the parties.
3. Peer review reports to be delivered by Member Physician on a quarterly basis.
4. All policies and procedures will be followed, including in the requirements outlined in the Hospital's electronic medical record system policy and procedures.

Service Location: All Services are to be performed at Hospital's main campus location at:  
1800 W. Charleston Blvd. Las Vegas, NV 89102

Member Physicians and Advanced Practice Professionals:

Sayed Saquib  
Stephanie Martinez  
Rabia Nizamani

Manrique Guerrero  
Thomas Mitchell  
Irma Fleming

**EXHIBIT B**  
**STANDARDS OF PERFORMANCE**

UNLV Medicine shall, and require that all Member Physicians shall, comply with the standards of performance, attached hereto as Exhibit B and incorporate by reference. Those standards of performance are as follows:

- a. Adhere to Hospital's established standards and policies for providing exceptional patient care and operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect;
- b. If any Member Physicians are employed under the J-1 Visa waiver program, UNLV Medicine will so advise Hospital, and UNLVSOM shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines;
- c. Maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct;
- d. Comply with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission, CMS and Hospital policy;
- e. Be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol);
- f. Assist Hospital with improvement of patient satisfaction and performance ratings;
- g. Perform appropriate clinical documentation utilizing the hospital EHR;
- h. Provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA");
- i. Comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Entities by Hospital. Specifically, the Entities and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures;
- j. Comply with Hospital's Equal Opportunity, Non-Discrimination, and Anti-Harassment Action Plan;
- k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on call coverage for numerous medical specialties. In order to ensure patient coverage and

continuity of patient care, in the event a Member Physician requires the services of a medical specialist, Entities shall use commercially reasonable efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Entities or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (a) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (d) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law");

- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's primary care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge continuity of care. However, nothing in this Agreement shall be construed to require a referral by Entities or any Member Physician;
- m. Agree to participate in certain quality reporting systems established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by the Entities pursuant to this Agreement;
- n. Meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections;
- o. Work in the development and maintenance of key clinical protocols to standardize patient care;
- p. Maintain compliance with applicable core value based measures that meet or exceed the national averages;
- q. Maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Entities and Member Physicians;
- r. Require that all medical record charts will be completed and signed by Member Physicians in accordance with the guidelines and timeframes set forth in the UMC Medical and Dental Staff Bylaws, and related Rules and Regulations;
- s. Maintain a score within ten percent (10%) of Vizient compare for its thirty (30) day readmission score for related admissions;

- t. Upon request from the Hospital, provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice. Hospital staff/analysts can support requested data collection in collaboration with the Entities;
- u. Be in 100% compliance with Drug Wastage Policy. Member Physicians shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), as applicable, to include retrieval of medication/anesthesia agents;
- v. Collaborate with Hospital leadership to minimize and address staff and patient complaints. The Entities shall participate with Hospital's Administration in staff evaluations and joint operating committees;
- w. Participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as the appropriate;

## Attachment 1

### Notice of False Claims and Statements

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to, among other things, proper billing and coding, detection and correction of coding and billing errors, and investigation of and remedial action relating to potential noncompliance. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in Medicaid.

#### *Federal False Claims Act*

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, and conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, civil penalties range from \$5,500 to \$11,000 in fines, per claim, plus three times the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider must repay the excess amount.

Criminal penalties are imprisonment for a maximum 5 years; a maximum fine of \$25,000; or both.

#### *Nevada State False Claims Act*

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;

- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties range from \$5,000 to \$10,000 for each act, plus three times the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than \$250, are 6 months to 1 year imprisonment in the county jail; a maximum fine of \$1,000 to \$2,000; or both. If the value of the false claim(s) is greater than \$250, the penalty is imprisonment in the state prison from 1 to 4 years and a maximum fine of \$5,000.

#### *Non-Retaliation/Whistleblower Protections*

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

#### *Reporting Concerns Regarding Fraud, Abuse and False Claims*

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, or Rani Gill, the Corporate Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or <http://umcsn.silentwhistle.com>. The Hotline is available 24 hours a day, seven days a week. Compliance concerns may also be submitted via email to the Compliance Officer at [Rani.Gill@umcsn.com](mailto:Rani.Gill@umcsn.com).

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.



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

<b>Issue:</b>	Change Order with Philips Healthcare, a division of Philips North America LLC	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>		
<p><b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Change Order with Philips Healthcare, a division of Philips North America LLC for the Catheterization Laboratory replacement project; or take action as deemed appropriate. (For possible action)</b></p>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: CC Cap Equip Trans
Fund Center: 3000999901	Funded Pgm/Grant: N/A
Description: Change Order Expansion for Cath Lab Replacement Project	
Bid/RFP/CBE: N/A	
Term: Estimated 18 weeks for build out and expansion of Cath Lab.	
Amount: \$1,303,894.00	
Aggregate Amount \$5,534,669.38	
Out Clause: 60 days w/o cause; Budget Act and Fiscal Fund Out	

**BACKGROUND:**

This request is for approval of the Change Order with Philips Healthcare, a division of Philips North America LLC (“Phillips”) for the expansion of the Turnkey Philips Azurion 7 C20 equipment in UMC’s future lab EP3. The expansion is required as the State of Nevada adopted the 2022 FGI Health Care Construction Building requirements in May 2023. The new code cycle contained more stringent/additional requirements related to Cath Lab recovery room space, which required the facility to incorporate the revised requirements into the project to insure state compliance and licensing. This project will increase UMC’s Catheterization Laboratory volume and service lines, which is expected to increase hospital revenue.

Under the Change Order expansion, Philips will facilitate construction for the build out. Under the Turnkey Agreement, Philips is required to follow the prevailing wage and bonding requirements found in Nevada Revised Statutes Chapter 338. 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 may terminate for convenience upon sixty (60) days prior written notice to Philips.

UMC’s Director of Clinical Support Services has reviewed and recommends approval of these Agreements. The Agreements were approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
April 17, 2024

Agenda Item #

**14**

Philips currently holds a Clark County business license.

# PHILIPS

## Change Order Proposal

.....

### Change Order Budget & Scope of Work

.....

**Pre & Post Op area expansion for  
Azurion 7 C20 System Future lab EP3 project  
PWP ID# CL-2023-332**

Submitted By:  
Philips North America LLC ("Philips")

For:  
University Medical Center of Southern Nevada  
Las Vegas, NV

March 29, 2024

## Change Order Proposal

### Summary

The purpose of this scope of work (“SOW”) is to define the extent of the 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 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-WES220374**  
Room number: Pre & Post Op area expansion - Future EP Lab 3 project

This Contracting Proposal (the “Contracting Proposal”) is the property of Philips and is only applicable to and may only be used on the Project described herein. This Contracting Proposal shall not be copied or used in whole or in part without written permission of an authorized representative of Philips. ©Koninklijke Philips Electronics N.V. 2009 all rights are reserved. Reproduction in whole or in part is prohibited without the prior written consent of the copyright holder.

### Change Order Scope of Work

**Purpose:**

Design/Build services as required to modify 2 existing Pre-Op / Post-Op rooms, and an adjacent Semi-Private Patient room area into an eleven (11) bed pre/post OP Recovery area to serve 3 Cath labs. It is assumed the design of the recovery suite 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.

**Basis for the change:**

Expansion of the existing Pre and Post-Op rooms is required to serve the addition of the new Cath lab.

**Estimated durations:**

- Design Documents – To be completed during design development for EP Lab 3
- Design review and submit for permit – To be completed during design development for EP Lab 3
- Plan check & permits – To be conducted during EP Lab 3 plan check
- Construction – 12 weeks and to be conducted during the construction of EP Lab 3

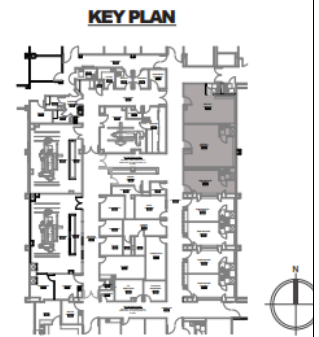
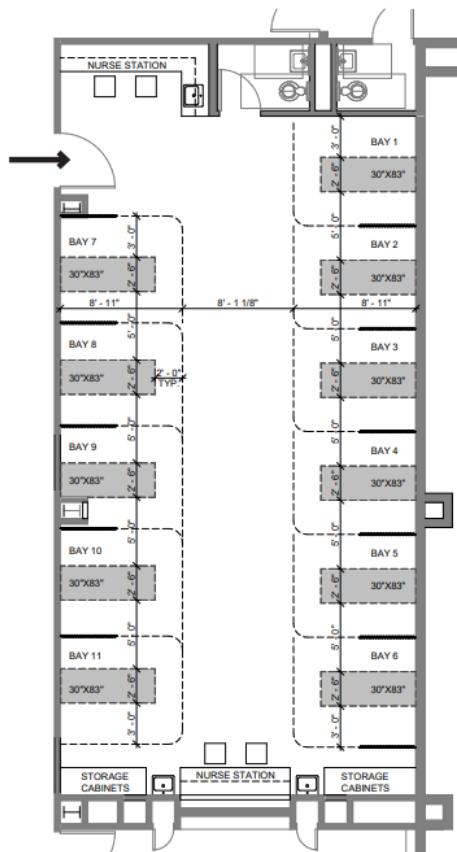
**The Change Order is assumed to be conducted in 1 uninterrupted phase:**

- **Construction:** (1 phase to be conducted during the construction of EP Lab 3)

Pricing and scheduling are to be re-evaluated at the conclusion of the Design Phase.

**Change Order Scope of Work is based on the preliminary design criteria below:**

- Demolition of existing room separation walls.
- Saw cutting and/or core-boring for new underground conduits / boxes and concrete patch/repair
- New nurse station areas and casework.
- Additional medical gas locations to accommodate the new suite layout.
- Additional nurse call system location to accommodate the new suite layout.
- Electrical renovations required to accommodate the new floor plan.
- Modifications to the existing HVAC system.
- New finishes (flooring, ceiling, cabinets and paint).



**PRE-OP AND POST-OP - CONCEPTUAL LAYOUT**

3RD FLOOR CATH LAB 3  
 1800 W. CHARLESTON BLVD., LAS VEGAS, NV 89102

0' | 10' | 20' | 30' | 40' | 50' | 60' | 70' | 80' | 90' | 100'  
 JULY 26, 2023

**INHIT** ARCHITECTURE  
 INNOVATIVE | INTELLIGENT | INTUITIVE  
1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102 | 702.735.2222 | WWW.INHITARCHITECTURE.COM

## Scope of Work

### DESIGN:

#### **Division 01a – Architectural and Engineering**

- All architectural and engineering work necessary to complete the change order described above will be conducted during the design phase of the Future EP Lab 3 project.

### CONSTRUCTION:

#### **Division 01 – General Requirements**

- General Conditions for the Future EP Lab 3 project apply to this change order.
- An allowance for additional Payment, Performance and Warranty bonds is 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.
- Demo existing casework as required.
- 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 – N/A**

#### **Division 04 – Masonry – N/A**

#### **Division 05 – Metals**

- Partition framing as required constructed of metal studs, including all necessary backing, kickers, headers, etc.
- The exterior of the existing construction will be left untouched.

### **Division 06 – Wood, Plastics and Composites**

- Exact type, amount and locations of cabinetry, counters and millwork will be determined during design and will be specified in the construction documents however, it is assumed:
  - All cabinetry and counters are to be faced with plastic laminate at a minimum, all cabinetry and countertops to meet facility standards.
  - Furnish and install new solid surface counter at two nurses stations.
  - Furnish and install new p-lam storage case work in new recovery area.
  - 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 one 4'0" x 7'0" entry door for the new recovery area. This will include door, frame and associated hardware.
- 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 patient entry doors, corridor windows.
- 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 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. 1500 s.f.). Does not include moisture barrier.
- Furnish and install new acoustical ceiling with 2'x 4' tegular to match facility standard.

#### **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, one hundred twenty **(120)** lineal feet of wainscoting made of acrovyn or similar material, and four **(4)** corner guards made of acrovyn of similar materials, or
- Furnish and install eleven **(11)** cubicle curtains and tracks. These will be stationed at each patient bed for separation.
- **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**

#### **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 – N/A**

#### **Division 14 – Conveying Equipment – N/A**

#### **Division 21 – Fire Suppression**

- Modify existing fire suppression system as required for new layout.
- 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 agreement.

## Division 22 – Plumbing

- Furnish and install new ADA compliant stand-alone hand wash sinks 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:**
  - Relocate existing med gas outlets located on existing patient suite walls. New medical gas connections will be provided at eleven patient bed locations.
- Includes an allowance for hot tap work IF the affected area cannot be isolated with existing med gas system valves.
- 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

- 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 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 design specifications is included. 3 copies of all test reports are included.
- Includes demo of abandoned components above ceiling of project area.
- **IF SUPPLEMENTAL HVAC IS NEEDED:**
  - Demo existing VAV boxes and associated hydronic 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

- Includes any new raceway, wireways, trench duct (subject to approval), J-boxes boxes, conduits, wires, disconnects, etc.. as required for the purpose of the space
- All required circuit breakers, taps, sub-panels, etc. as required to be included.
- Furnish and install new emergency power outlets at the patient bed locations.
- Include lighting fixtures as required for this space. This includes all new dimmable 2 x 2 lighting throughout the space, and dimmable recessed down lights at the patient bed locations. This also includes dimmable switches to control lights.
- Furnish and install patient headboard lights at the patient bed locations.
- Include additional (20+/-) 120V hospital grade convenience outlets,
- Include all safe off electrical as required for demolitions.

- Includes 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: Rough-ins and connections to be provided but new devices and existing devices to be re-used, shall be provided and installed by Hospital.
- Computer Networking equipment: Rough-ins and network drops to be provided but new devices and existing devices to be re-used, shall be relocated by Hospital
- Includes an allowance to modify existing Hill Rom Nurse Call system as required for new layout per block plan using UMC's preferred/proprietary vendor. This will include locations at eleven patient beds and two nurses stations.
- Include 8-12 additional data outlets with EMT stubbed above the ceiling with pull string, OR point-to-point conduit if required by UMC
- Includes an allowance for Data/Low voltage cabling work (install, connect, test/certify).

#### **Division 28 – Electronic Safety and Security**

- Assume 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 new 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.
- Includes and allowance for design and re-location/install work to the Honeywell Fire Detection/Alarm system using UMC's preferred/proprietary vendor.
- Access Controls (keypads, card readers and associated cabling work) are anticipated to be needed, but will be determined during design. Includes an allowance for access control devices at critical entry points using UMC's proprietary supplier. (devices, cabling, hookups, testing, etc..)

#### **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.**
- **Conduit, wiring, connections and programming to the existing or future facility Building/Energy Management System is not included and is the responsibility of the customer.**
- 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 **\$ One Million Three Hundred and Three Thousand, Eight Hundred and NinetyFour Dollars (\$1,303,894.00)**.

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	\$227,551
Division 01a	Architectural & engineering work	\$51,922
Division 02	Existing Conditions/Site Work	\$61,308
Division 03	Concrete	\$0
Division 04	Masonry	\$0
Division 05	Metals	\$0
Division 06	Woods, Plastics, Composites	\$42,797
Division 07	Thermal & Moisture Protection	\$11,907
Division 08	Openings	\$16,304
Division 09	Finishes	\$73,822
Division 10	Specialties	\$28,722
Division 11	Equipment	\$0
Division 12	Furnishings	\$0
Division 13	Special Construction	\$0
Division 14	Conveying Systems	\$0
Division 21	Fire Suppression	\$16,381
Division 22	Plumbing	\$246,295
Division 23	HVAC	\$80,139
Division 26	Electrical	\$184,327
Division 27	Communications	\$141,405
Division 28	Electronic Safety and Security	\$121,014
Division 31	Earthwork	\$0
Division 32	Exterior Improvements	\$0
Division 33	Utilities	\$0

**TOTAL PROJECT COST \$1,303,894.00**

**NOTE: THE QUOTED PRICE IS GOOD FOR 45 DAYS FROM THE PROPOSAL DATE**

## Anticipated Project Schedule/Duration

**Estimated Date of Completion: To be completed during the construction of EP Lab 3**

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**IN WITNESS WHEREOF**, the parties have duly executed this Construction Proposal.

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

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

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

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

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

**IN WITNESS WHEREOF**, the parties have duly executed this Construction Proposal.

**PHILIPS HEALTHCARE, A DIVISION OF PHILIPS NORTH AMERICA**

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

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

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

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

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## Terms & Conditions

### PHILIPS HEALTHCARE – CONTRACTING TERMS AND CONDITIONS

The Turnkey Azurion 7 C20 System Future Lab EP3 Project terms and conditions will govern the Pre & Post OP area expansion project change order.

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		Philips Healthcare, a division of Philips North America LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		222 Jacobs Street, 3 <sup>rd</sup> floor		<b>Website:</b> <a href="http://www.philips.com">www.philips.com</a>		
<b>City, State and Zip Code:</b>		Cambridge, MA 02140		<b>POC Name:</b> Jamie La Boda		
				<b>Email:</b> <a href="mailto:jamie.laboda@philips.com">jamie.laboda@philips.com</a>		
<b>Telephone No:</b>		425-482-8337		<b>Fax No:</b>		
<b>Nevada Local Street Address: (If different from above)</b>		N/A		<b>Website:</b> N/A		
<b>City, State and Zip Code:</b>		N/A		<b>Local Fax No:</b> N/A		
<b>Local Telephone No:</b>		720-354-6928		<b>Local POC Name:</b> Nataile Kies		
				<b>Email:</b> <a href="mailto:natalie.kies@philips.com">natalie.kies@philips.com</a>		

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

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

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

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

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

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

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

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

 Electronically signed by: Jamie La Boda  
Reason: I have reviewed and approve this document.  
Date: Mar 29, 2024 14:27 PDT

Jamie La Boda

Signature

Print Name

Senior Manager Commercial Contracts

29-Mar-2024

Title

Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

**For UMC Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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







# UnversityMedicalCenterSNLV\_DisclosureofOwnership\_03292024\_JJL

Final Audit Report

2024-03-29

Created:	2024-03-29
By:	Jamie La Boda (jamie.laboda@philips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbz4CawYkCeXLwgZKBYOZDuDynkvZASnd

## "UnversityMedicalCenterSNLV\_DisclosureofOwnership\_03292024\_JJL" History

-  Document created by Jamie La Boda (jamie.laboda@philips.com)  
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE  
AGENDA ITEM**

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
April 17, 2024

Agenda Item #

**15**