



# UMC Audit and Finance Committee Meeting

Thursday, June 20, 2024 2:00 p.m.

UMC Trauma Building - Providence Suite - 5th Floor

## AGENDA

**University Medical Center of Southern Nevada**  
GOVERNING BOARD  
AUDIT & FINANCE COMMITTEE  
**June 20, 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 May 22, 2024. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

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

4. Receive the monthly financial report for May 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 Agreement to Provide Auditing Services with BDO USA, P.C.; authorize the Chief Executive Officer to exercise

- any extension options and execute future amendments; or take action as deemed appropriate. *(For possible action)*
7. Review and recommend for approval by the Governing Board the Master Service Agreement with Clarity Healthcare Solutions, LLC d/b/a Brundage Workforce Solutions for Clinical Documentation Integrity Services; authorize the Chief Executive Officer to execute the extension options and future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
  8. Review and recommend for approval by the Governing Board the Agreement with EV&A Architects for UMC's elevator modernization project; or take action as deemed appropriate. *(For possible action)*
  9. Review and recommend for approval by the Governing Board the Primary Commitment Agreement and Exhibit D Commitment Acknowledgement with Medline Industries, Inc.; authorize the Chief Executive Officer to execute extension and amendments; or take action as deemed appropriate. *(For possible action)*
  10. Review and recommend for approval by the Governing Board the Agreement with Medline Industries, LP, for air blowers and related disposables; or take action as deemed appropriate. *(For possible action)*
  11. Review and recommend for approval by the Governing Board the OEC C-Arm MiniView and 3D Imaging System Agreement with GE Healthcare; or take action as deemed appropriate. *(For possible action)*
  12. Review and recommend for approval by the Governing Board the Laboratory Services Agreement and Patient Specimen Collection Services Agreement with Laboratory Corporation of America; or take action as deemed appropriate. *(For possible action)*
  13. Review and recommend for approval by the Governing Board the Contract Closing Reconciliation with Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC; or take action as deemed appropriate. *(For possible action)*
  14. Review and recommend for approval by the Governing Board the First Amendment to Master Affiliation Agreement for Graduate Medical Education with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. *(For possible action)*
  15. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fifth Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. *(For possible action)*

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

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

## **COMMENTS BY THE GENERAL PUBLIC**

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

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

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

**University Medical Center of Southern Nevada  
Governing Board Audit and Finance Committee Meeting  
May 22, 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)  
Christian Haase (via webex)

**Absent:**

Mary Lynn Palenik (Excused)

**Others Present:**

Mason Van Houweling, Chief Executive Officer  
Tony Marinello, Chief Operating Officer  
Jennifer Wakem, Chief Financial Officer  
Doug Metzger, Controller  
Rose Coker, Director of Managed Care  
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 April 17, 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 19 was removed from the agenda.

FINAL ACTION:

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

**SECTION 2. BUSINESS ITEMS**

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

DOCUMENTS SUBMITTED:

- April FY24 Financials

DISCUSSION:

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

Admissions were below budget 11%, AADC was 581 and average length of stay was at 6 days. Hospital acuity dropped to 1.76 and Medicare CMI was 2.03. Inpatient surgeries were 10% below and outpatient surgeries were 18% above budget. There were 14 transplants. ER visits were 14% below budget; key drivers were adult, pediatrics and trauma. Approximately 23% of patients are going from ED to admission, which is up over prior year.

Quick cares volumes were down 7% and primary cares were below budget 18%.

There were 580 telehealth visits in the month and Ortho Clinic visits were below budget 14%. There were 92 deliveries for the month.

Trended stats showed length of stay moving in the right direction, currently at 6 days. Hospital CMI was a record low at 1.76. Inpatient surgeries were below budget, but 4 above the 12-month average and outpatient surgical cases were strong, 67 above the 12 month average. The Ortho clinic volumes are at a record high.

Inpatient payor mix trended showed Medicaid down 3%, Medicare was up 1%. The ED was consistent with the 12-month average. Inpatient surgical showed commercial up 2.5%, Medicaid was down 2% and Medicare was up 1% and self-pay was down 1%. Outpatient surgical cases were up 3% in commercial, government was down 1%, Medicare dropped 1.86% and Medicaid was down 2.74%.

Summary income statement showed net patient revenue below budget \$2.5 million. Other revenue was up \$730K. Total operating revenue was \$1.8 million below budget. Operating expenses were \$1.6 million above budget. Total income from ops adding depreciation and amortization was \$3.3 million, on a budget of \$6 million; below budget \$2.6 million. Year-to-date totals and the summary income statement was reviewed briefly.

Salaries, wages and benefits was over budget \$900K. Overtime is being managed well. Contract labor is \$1.1 million over budget; the key driver is radiology. The team explained that although the radiology service was not budgeted for this year, they are working on solutions to overcome the variance by the end of the year. Overtime as a percent of productive is less than 3%. All other expenses was over budget approximately \$720K.

Key financial indicators in profitability, labor, liquidity and cash collections for the month of April were reviewed. The rolling 12-month average for profitability was in the red at 18.4%, operating margin was 4.1% and cost to collect was 6.3%. Labor is in the red due to added service lines and labor. Liquidity and cash collections is in the green. Day's cash on hand is in the green at 112.6 days. Candidate for bill was 4 days. Cash collections missed their goal for month. Point of service collection exceeded their goal.

Cash flow for April shows \$109 million received for cash and payors for the month, \$58 million was received in supplemental payments.

The balance sheet shows cash was strong for the month.

FINAL ACTION TAKEN:

None taken

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

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

1. Ms. Waken announced Rose Coker would be retiring and thanked her for her 16 years of service and dedication to UMC. The Committee also thanked and congratulated Rose.
2. The County will still continue to provide the capital transfer amount of \$5 million to UMC annually.
3. CMS Application for additional GME slots. UMC has submitted a 3<sup>rd</sup> application for additional slots. An update will be provided in the future.
4. Lastly, Ms. Wakem introduced Janella Green, UMC's new Lean Transformation Specialist, providing training and assisting with process improvements and efficiencies within the organization. Welcome Janella.

FINAL ACTION TAKEN:

None taken

**ITEM NO. 6 Receive the quarterly update on the status of the FY24 CEO Performance goals; and direct staff accordingly. (For possible action)**

DOCUMENTS SUBMITTED:

- CEO Performance Objectives – FY25

DISCUSSION:

Ms. Wakem provided an update regarding the FY24 organizational goals.

1. Exceed fiscal year budgeted income from operations plus depreciation and amortization.  
This goal is not being met. Currently UMC is \$2.6 million below budget. There was continued discussion regarding challenges to date, which includes the radiology service line and the delay in receipt of federal supplemental payments.
2. 4.5 day target for discharged to home ALOS.  
This goal is currently being met. We are at 4.33, almost 4% below the target.
3. Phase I & Phase II façade project on time on budget.  
This goal is being met. The next update will be in July.

FINAL ACTION TAKEN:

None taken

**ITEM NO. 7 Review and recommend for approval by the Governing Board the Fourth Amendment to the Hospital Service Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Fourth Amendment – Hospital Services Agreement – Redacted
- Disclosure of Ownership

DISCUSSION:

This amendment will update the fee schedule and reimbursement rates for Anesthesia. The all other terms 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. 8 Review and recommend for approval by the Governing Board the Amendment Number Six to Provider Services Agreement with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Sixth Amendment to Provider Service Agreement - Redacted
- Disclosure of Ownership

DISCUSSION:

This amendment will update the fee schedule to include payments for emergency medicine and general surgery services. 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. 9 Review and recommend for approval by the Governing Board the Amendments to Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Amendment 9 – Participating Provider Agreement – Redacted
- Amendment 10 – Participating Provider Agreement - Redacted
- Disclosure of Ownership

DISCUSSION:

Ms. Coker stated that amendment nine will update the list of contracted facilities and ensure all the providers are listed as in-network.

Amendment ten will extend the terms of the agreement through July 30, 2027. All other terms of the agreement will 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 both amendments. Motion carried by unanimous vote.

**ITEM NO. 10 Review and recommend for ratification by the Governing Board the Fourth Amendment to Facility Participation Agreement with United Healthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Fourth Amendment to Facility Participation Agreement – Redacted

DISCUSSION:

This request is for ratification of the Fourth Amendment to update the Urgent Care Payment Appendix which was effective July, 1 2023. This Amendment was entered into immediately to enable the provider to update the rates immediately and reprocess claims.

FINAL ACTION TAKEN:

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

At this time the Committee thanked Rose for her service to UMC.

- ITEM NO. 11 **Review and recommend for award by the Governing Board the Bid No. 2024-02, UMC Infusion Center Improvement Project PWP# CL-2024-298, to Blueprint Construction (NOTAJ0, LLC), the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders wit in his delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- ITB 2024-02 - UMC Infusion Center Improvement Project PWP# CL-2024-298 Agreement
- Disclosure of Ownership

DISCUSSION:

The bid for remodel was published in March for the location at 701 Shadow Lane. Tenant improvements will be made on the 3rd floor for a new infusion center. Four bids were received and the lowest bid was received from Blueprint construction. UMC is recommending award of the bid to Blueprint Construction.

Chair Caspersen asked when the project would be completed. Mr. Marinello responded that it would be complete by the end of September.

FINAL ACTION TAKEN:

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

- ITEM NO. 12 **Review and recommend for award by the Governing Board RFP No. 2024-01 Documentation Retrieval Services to Claim Services, Inc.;; approve the RFP No. 2024-01 Service Agreement; authorize the Chief Executive Officer to execute any extension options and future**

**amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Service Agreement - RFP No. 2024-01

DISCUSSION:

A notice of interest was published in February. No proposals were received, therefore UMC is awarding and contracting with the incumbent, Claim Services, Inc. The term is for 2-years with two, 1-year options. Vendor will continue to provide timely 3<sup>rd</sup> party billing documentation retrieval services to UMC. Termination is upon 30-days' notice.

FINAL ACTION TAKEN:

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

**ITEM NO. 13 Review and recommend for award by the Governing Board RFP 2023-05 Courier Services to B2B Delivery, LLC; approve the Agreement for RFP 2023-05 Courier Services; authorize the Chief Executive Officer to execute any extension options and future amendments within the not-to-exceed amount of the Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Agreement for Courier Services - RFP 202-05 B2B Delivery
- Disclosure of Ownership

DISCUSSION:

In March, a proposal for courier services was published. Five responses were received. B2B Delivery LLC was selected to provide courier services for deliver and pick up of stock and non-stock medical supplies to all existing and future UMC Primary and Quick Care locations, as well as other local hospitals and businesses as deemed appropriate for UMC's business needs.

The term is for a period of three years, with options for two, one year renewals and terminate at any time upon 15 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 award and the agreement. Motion carried by unanimous vote.

**ITEM NO. 14 Review and recommend for approval by the Governing Board the First Amendment to Service Agreement for Release of Medical Information**

**and Copying Services with MRO Corporation; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Services Agreement – Amendment 1
- Disclosure of Ownership

DISCUSSION:

MRO is UMC's current vendor who responds to requests for medical records. A change in NRS established and limited fees charged for release of electronic records. Due to this change, UMC is requesting additional funding to allocate for the increase in costs.

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 Governing Board the Fifth Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Agreement for Data Engineering Consultation - 5th Amendment
- Disclosure of Ownership

DISCUSSION:

This vendor builds and maintains Epic data models and data engineering for UMC. This Fifth Amendment will exercise the last renewal year for the agreement. This amendment will extend the agreement for one year through June 30, 2025, and add funding. Terminate at any time upon 15-days' notice.

Chair Caspersen asked what the expectation is after the term of this final extension. Maria Sexton, CIO responded that the vendor provides very specific skills and after the term of this agreement, UMC is hopeful to assume the work in-house. UMC will continue to assess the performance of staff to determine if services should be continued in the future.

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. 16 Review and recommend for approval by the Governing Board the Agreement with Olpin Group, Inc. for the purchase of bed and equipment lift systems; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Contract - Redacted
- Disclosure of Ownership

DISCUSSION:

This request is for UMC to enter into a purchase agreement with Olpin Group, Inc. to provide, deliver, and install hospital bed and equipment lift systems. Bed and equipment storage lifts and capsules help keep corridors free and clear and in compliance with fire codes. The term of the Agreement will be for one year or until the completion of the delivery and installation of the bed and equipment storage systems, whichever occurs earlier.

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. 17 Review and recommend for approval by the Governing Board the Wholesale Product Purchase Agreement with Priority Healthcare Distribution, Inc. d/b/a CuraScript SD Specialty Distribution for the purchase of pharmaceutical and biological products; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Wholesale Product Purchase Agreement - Redacted
- Disclosure of Ownership

DISCUSSION:

This request is to enter into a new Wholesale Product Purchase Agreement with CuraScript SD to purchase pharmaceutical and biological products. These medications help treat patients with rare neuromuscular disorder and certain kinds of pulmonary arterial hypertension, respectively. Term is three years with one, 2-year automatic renewal option. Either party may terminate this at any time without cause with a 90-day notice or with a 60-day notice prior to the expiration of the initial term.

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. 18 Review and recommend for approval by the Governing Board the Contract Closing Reconciliation with RABessler, M.D. P.C. d/b/a Sound Physicians of Nevada II; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Reconciliation Letter
- Disclosure of Ownership

DISCUSSION:

The current agreement will terminate July 1, 2024. This request is to approve the Contract Closing Reconciliation which closes out the amounts due under agreement which will result in a payment by UMC to physicians and Allied Health Providers.

FINAL ACTION TAKEN:

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

**ITEM NO. 19 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Ninth Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

This item was removed from the agenda.

FINAL ACTION TAKEN:

None

**SECTION 3: EMERGING ISSUES**

**ITEM NO. 20 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 2:57 pm., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:  
Minutes Prepared by: Stephanie Ceccarelli

DRAFT

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

<b>Issue:</b> <b>Monthly Financial Reports for May 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 May 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 May FY24 for the committee’s review and direction.

Cleared for Agenda  
June 20, 2024

Agenda Item #

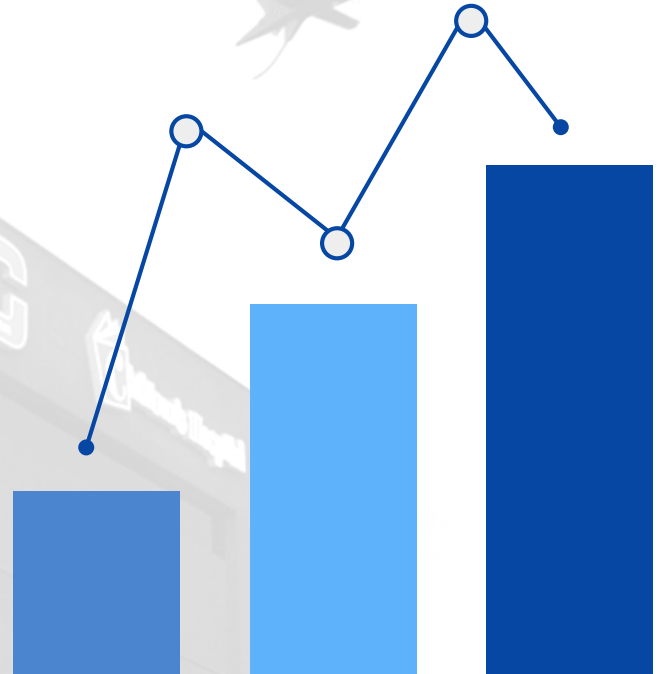
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# May 2024 Financials

AFC Meeting



# KEY INDICATORS MAY



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,211	21,510	(3,299)	(15.34%)	20,184	(1,973)	(9.77%)
Total Admissions	1,966	2,190	(224)	(10.23%)	2,045	(79)	(3.86%)
Observation Cases	927	804	123	15.30%	804	123	15.30%
AADC (Hospital)	557	657	(100)	(15.23%)	623	(66)	(10.63%)
ALOS (Admits)	6.22	6.50	(0.28)	(4.28%)	6.16	0.06	0.97%
ALOS (Obs)	1.31	1.10	0.21	19.28%	1.10	0.21	19.28%
Hospital CMI	1.93	1.85	0.08	4.32%	1.85	0.08	4.32%
Medicare CMI	2.19	1.86	0.33	17.74%	1.86	0.33	17.72%
IP Surgery Cases	827	944	(117)	(12.43%)	814	13	1.60%
OP Surgery Cases	630	549	81	14.76%	478	152	31.80%
Transplants	16	13	3	23.08%	13	3	23.08%
Total ER Visits	9,470	11,032	(1,562)	(14.16%)	9,647	(177)	(1.83%)
ED to Admission	12.08%	-	-	-	11.68%	0.40%	-
ED to Observation	10.13%	-	-	-	9.96%	0.17%	-
ED to Adm/Obs	22.21%	-	-	-	21.64%	0.56%	-
Quick Cares	17,803	21,177	(3,374)	(15.93%)	17,555	248	1.41%
Primary Care	7,753	9,150	(1,397)	(15.27%)	6,934	819	11.81%
UMC Telehealth - QC	566	624	(58)	(9.37%)	433	133	30.72%
OP Ortho Clinic	2,141	2,557	(416)	(16.26%)	1,514	627	41.41%
Deliveries	82	138	(56)	(40.77%)	92	(10)	(10.87%)

# TRENDING STATS



	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	12-Mo Avg	Var
APDs	20,184	18,603	18,390	18,028	17,177	17,546	17,894	19,201	18,919	17,882	18,173	18,399	18,211	18,366	(155)
Total Admissions	2,045	1,955	2,017	2,000	1,897	1,898	1,930	1,959	1,838	1,838	1,931	1,877	1,966	1,932	34
Observation Cases	804	775	841	933	907	922	844	903	822	924	941	900	927	876	51
AADC (Hospital)	623	591	570	553	545	538	566	584	584	579	553	581	557	572	(16)
ALOS (Adm)	6.16	6.56	6.22	5.96	6.57	5.83	5.75	6.55	6.85	6.34	6.25	6.04	6.22	6.26	(0.04)
ALOS (Obs)	1.10	1.03	1.08	1.15	1.18	1.23	1.39	1.41	1.42	1.66	1.46	1.28	1.31	1.28	0.03
Hospital CMI	1.85	1.84	1.82	1.78	1.83	1.86	1.80	1.92	1.84	1.89	1.92	1.76	1.93	1.84	0.09
Medicare CMI	1.86	1.92	2.00	2.09	1.99	2.10	2.04	2.06	2.05	2.23	2.35	2.03	2.19	2.06	0.13
IP Surgery Cases	814	736	763	807	799	793	771	794	768	760	814	790	827	784	43
OP Surgery Cases	478	440	422	571	550	557	531	541	604	558	577	589	630	535	95
Transplants	13	13	17	14	18	17	13	15	11	13	18	14	16	15	1
Total ER Visits	9,647	9,118	9,505	9,231	8,955	9,278	9,054	9,092	9,035	8,329	8,859	9,015	9,470	9,093	377
ED to Admission	11.68%	11.88%	11.58%	11.89%	11.88%	11.78%	13.32%	12.49%	12.02%	12.95%	12.07%	12.67%	12.08%	12.19%	(0.11%)
ED to Observation	9.96%	9.60%	10.38%	10.75%	10.11%	9.67%	9.05%	9.80%	11.28%	10.96%	11.68%	10.54%	10.13%	10.31%	(0.19%)
ED to Adm/Obs	21.64%	21.47%	21.97%	22.64%	21.99%	21.45%	22.37%	22.29%	23.30%	23.92%	23.75%	23.21%	22.21%	22.50%	(0.29%)
Quick Care	19,502	17,230	16,023	18,963	18,359	19,689	21,000	24,241	23,453	20,933	21,186	21,628	17,803	20,184	(2,381)
Primary Care	6,934	6,523	5,286	7,075	5,801	6,452	6,523	5,427	7,476	7,537	7,147	7,562	7,753	6,645	1,108
UMC Telehealth - QC	433	382	433	432	532	547	633	785	718	575	577	580	566	552	14
OP Ortho Clinic	1514	1572	1286	1380	1,579	1,744	1,529	1,636	2,032	1,751	1,726	2,194	2,141	1,662	479
Deliveries	92	136	140	157	154	141	125	150	120	118	114	92	82	128	(46)

# Payor Mix Trend



## IP- Payor Mix 12 Mo May- 24

Fin Class	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	12-Mo Avg	May to Avg Var
Commercial	17.44%	17.62%	15.62%	16.90%	17.69%	17.92%	16.95%	17.39%	16.91%	17.11%	18.53%	17.96%	17.48%	17.34%	0.14%
Government	4.11%	3.54%	4.56%	4.43%	4.16%	4.20%	3.26%	3.88%	3.83%	3.76%	4.75%	4.29%	3.58%	4.06%	(0.48%)
Medicaid	41.23%	43.45%	44.61%	41.85%	45.49%	44.39%	43.48%	44.58%	45.70%	44.65%	42.06%	40.75%	40.11%	43.52%	(3.41%)
Medicare	32.49%	29.37%	30.74%	31.36%	28.64%	30.44%	31.12%	27.78%	29.78%	29.73%	29.71%	31.47%	34.07%	30.22%	3.85%
Self Pay	4.73%	6.02%	4.47%	5.46%	4.02%	3.05%	5.19%	6.37%	3.78%	4.75%	4.95%	5.53%	4.76%	4.86%	(0.10%)

## ED- Payor Mix 12 Mo May- 24

Fin Class	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	12-Mo Avg	May to Avg Var
Commercial	17.24%	17.32%	17.09%	17.43%	18.18%	18.52%	17.60%	18.10%	18.81%	18.89%	19.30%	18.61%	17.37%	18.09%	(0.72%)
Government	4.44%	4.32%	4.89%	4.92%	4.31%	4.38%	4.75%	4.28%	4.68%	4.44%	4.36%	4.40%	4.52%	4.51%	0.01%
Medicaid	52.05%	49.77%	49.57%	48.35%	50.48%	51.35%	51.55%	51.36%	51.73%	52.65%	50.93%	50.29%	49.48%	50.84%	(1.36%)
Medicare	15.00%	15.65%	15.56%	15.99%	15.05%	15.35%	14.14%	14.23%	14.55%	14.65%	15.15%	15.57%	16.14%	15.07%	1.07%
Self Pay	11.27%	12.94%	12.89%	13.31%	11.98%	10.40%	11.96%	12.03%	10.23%	9.37%	10.26%	11.13%	12.49%	11.48%	1.01%

# Payor Mix Trend



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

Surg IP	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	12-Mo Avg	May to Avg Var
Commercial	22.11%	21.13%	19.27%	22.30%	21.32%	23.33%	21.40%	22.29%	21.85%	18.42%	22.36%	24.05%	22.85%	21.65%	1.20%
Government	5.65%	5.42%	6.29%	5.45%	8.10%	5.42%	4.15%	5.29%	4.29%	4.47%	5.65%	5.06%	3.26%	5.44%	(2.18%)
Medicaid	36.12%	42.28%	41.80%	36.06%	38.04%	34.93%	38.52%	36.52%	34.46%	40.66%	38.08%	35.83%	36.64%	37.78%	(1.14%)
Medicare	30.59%	26.29%	28.05%	32.60%	28.05%	33.55%	31.13%	29.35%	34.07%	32.50%	30.47%	31.90%	30.72%	30.71%	0.01%
Self Pay	5.53%	4.88%	4.59%	3.59%	4.49%	2.77%	4.80%	6.55%	5.33%	3.95%	3.44%	3.16%	6.53%	4.42%	2.11%

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

Surg OP	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	12-Mo Avg	May to Avg Var
Commercial	31.80%	33.40%	29.86%	34.15%	31.45%	33.75%	30.70%	33.46%	32.67%	26.34%	31.72%	34.47%	33.97%	31.98%	1.99%
Government	9.00%	8.64%	6.64%	9.11%	8.00%	5.21%	5.27%	5.73%	6.47%	6.27%	6.07%	5.94%	6.83%	6.86%	(0.03%)
Medicaid	36.40%	34.55%	38.38%	33.10%	36.00%	31.24%	33.52%	35.85%	35.49%	39.07%	31.20%	32.26%	30.79%	34.76%	(3.97%)
Medicare	20.92%	22.73%	22.99%	19.96%	22.18%	28.55%	29.57%	22.74%	23.88%	27.60%	28.25%	26.32%	26.67%	24.64%	2.03%
Self Pay	1.88%	0.68%	2.13%	3.68%	2.37%	1.25%	0.94%	2.22%	1.49%	0.72%	2.76%	1.01%	1.74%	1.76%	(0.02%)

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$432,681,706	\$446,324,854	(\$13,643,148)	(3.06%)	●
Net Patient Revenue	\$80,977,725	\$79,262,393	\$1,715,332	2.16%	●
Other Revenue	\$4,155,383	\$3,436,899	\$718,485	20.91%	●
<b>Total Operating Revenue</b>	<b>\$85,133,109</b>	<b>\$82,699,292</b>	<b>\$2,433,817</b>	<b>2.94%</b>	●
Net Patient Revenue as a % of Gross	18.72%	17.76%	0.96%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$82,578,035</b>	<b>\$79,394,992</b>	<b>\$3,183,043</b>	<b>4.01%</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>\$2,555,074</b>	<b>\$3,304,300</b>	<b>(\$749,226)</b>	<b>(22.67%)</b>	●
Add back: Depr & Amort.	\$4,111,775	\$3,242,268	\$869,506	26.82%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$6,666,848</b>	<b>\$6,546,569</b>	<b>\$120,280</b>	<b>1.84%</b>	●

# SUMMARY INCOME STATEMENT MTD MAY



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$4,453,239,187	\$4,852,564,899	(\$399,325,712)	(8.23%)	●
Net Patient Revenue	\$846,614,116	\$859,615,467	(\$13,001,351)	(1.51%)	●
Other Revenue	\$41,191,103	\$38,457,453	\$2,733,649	7.11%	●
<b>Total Operating Revenue</b>	<b>\$887,805,218</b>	<b>\$898,072,920</b>	<b>(\$10,267,702)</b>	<b>(1.14%)</b>	●
Net Patient Revenue as a % of Gross	19.01%	17.71%	1.30%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$874,008,368</b>	<b>\$874,751,815</b>	<b>(\$743,447)</b>	<b>(0.08%)</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>\$13,796,850</b>	<b>\$23,321,106</b>	<b>(\$9,524,256)</b>	<b>(40.84%)</b>	●
Add back: Depr & Amort.	\$43,578,668	\$36,534,514	\$7,044,154	19.28%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$57,375,518</b>	<b>\$59,855,620</b>	<b>(\$2,480,102)</b>	<b>(4.14%)</b>	●
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>6.46%</b>	<b>6.66%</b>	<b>(0.20%)</b>	<b>-</b>	

# SUMMARY INCOME STATEMENT TREND



REVENUE	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	12-Mo Avg	May to Avg Var
Total Gross Patient Revenue	\$389,558	\$369,657	\$375,131	\$401,381	\$391,079	\$400,966	\$398,636	\$410,625	\$413,322	\$403,919	\$414,709	\$410,789	\$432,682	\$398,314	\$34,367
Net Patient Revenue	\$74,986	\$71,836	\$73,939	\$72,307	\$75,359	\$74,525	\$72,590	\$76,932	\$86,254	\$75,115	\$83,175	\$75,410	\$80,978	\$76,036	\$4,942
Other Revenue	\$3,822	\$3,772	\$5,105	\$3,723	\$3,310	\$4,386	\$2,770	\$3,080	\$3,592	\$3,672	\$3,192	\$4,207	\$4,155	\$3,719	\$436
<b>Total Operating Revenue</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>\$79,616</b>	<b>\$85,133</b>	<b>\$79,755</b>	<b>\$5,378</b>
Net Patient Revenue as a % of Gross	19.25%	19.43%	19.71%	18.01%	19.27%	18.59%	18.21%	18.74%	20.87%	18.60%	20.06%	18.36%	18.72%	19.09%	(0.38%)
EXPENSE	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	12-Mo Avg	May to Avg Var
Salaries, Wages and Benefits	\$46,511	\$44,902	\$49,645	\$46,595	\$46,126	\$47,643	\$44,037	\$50,493	\$50,112	\$49,109	\$51,578	\$50,292	\$50,713	\$48,087	\$2,626
Supplies	\$13,142	\$14,540	\$13,216	\$13,699	\$15,388	\$13,165	\$15,309	\$15,488	\$14,325	\$14,015	\$15,864	\$13,764	\$16,414	\$14,326	\$2,087
Other	\$16,124	\$14,467	\$14,697	\$15,295	\$16,275	\$16,403	\$16,972	\$17,204	\$16,854	\$16,101	\$16,229	\$16,317	\$15,451	\$16,078	(\$627)
<b>Total Operating Expense</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>\$80,374</b>	<b>\$82,578</b>	<b>\$78,492</b>	<b>\$4,086</b>
INCOME FROM OPS	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	12-Mo Avg	May to Avg Var
<b>Total Inc from Ops</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>(\$757)</b>	<b>\$2,555</b>	<b>\$1,263</b>	<b>\$1,292</b>
Add back: Depr & Amort.	\$2,965	\$3,732	\$3,752	\$3,918	\$3,875	\$3,834	\$3,829	\$3,849	\$4,382	\$3,987	\$3,980	\$4,061	\$4,112	\$3,847	\$265
<b>Tot Inc from Ops plus Depr &amp; Amort.</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>\$3,303</b>	<b>\$6,667</b>	<b>\$5,110</b>	<b>\$1,557</b>
<b>Operating Margin (w/Depr &amp; Amort.)</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>4.15%</b>	<b>7.83%</b>	<b>6.41%</b>	<b>1.42%</b>



# SALARY & BENEFIT EXPENSE MAY



	Actual	Budget	Variance	% Variance	
Salaries	\$32,049,155	\$32,581,530	(\$532,376)	(1.63%)	●
Benefits	\$15,043,621	\$15,413,537	(\$369,916)	(2.40%)	●
Overtime	\$1,207,206	\$1,067,863	\$139,343	13.05%	●
Contract Labor	\$2,413,126	\$957,385	\$1,455,741	152.05%	●
<b>TOTAL</b>	<b>\$50,713,107</b>	<b>\$50,020,315</b>	<b>\$692,792</b>	<b>1.39%</b>	●
Paid FTEs	3,963	3,936	27	0.69%	●
SWB per FTE	\$12,795	\$12,708	\$87	0.69%	●
SWB/APD	\$2,785	\$2,325	\$459	19.75%	●
SWB % of Net	62.63%	63.11%	-	(0.48%)	●
AEPOB	6.75	5.67	1.07	18.93%	●

# SALARY & BENEFIT EXPENSE TREND



SALARY & BENEFIT EXPENSE	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	12-Mo Avg	May to Avg Var
Salaries	\$29,583	\$28,388	\$33,875	\$30,217	\$30,264	\$31,516	\$30,218	\$32,609	\$32,021	\$31,556	\$33,979	\$31,917	\$32,049	\$31,345	\$704
Benefits	\$12,670	\$12,982	\$13,781	\$14,915	\$14,663	\$14,491	\$12,451	\$14,282	\$14,934	\$13,870	\$14,064	\$14,998	\$15,044	\$14,008	\$1,035
Overtime	\$1,286	\$1,112	\$1,030	\$830	\$804	\$1,115	\$1,055	\$1,230	\$1,091	\$1,067	\$1,194	\$1,025	\$1,207	\$1,070	\$137
Contract Labor	\$2,971	\$2,420	\$958	\$634	\$395	\$520	\$313	\$2,373	\$2,067	\$2,616	\$2,342	\$2,352	\$2,413	\$1,663	\$750
Nursing	\$724	\$377	\$273	\$183	\$163	\$151	\$96	\$58	(\$38)	\$85	\$100	\$92	\$122	\$189	(\$67)
Physician	\$1,707	\$1,097	\$152	\$25	\$61	\$50	\$42	\$1,947	\$2,213	\$2,124	\$1,655	\$1,998	\$1,895	\$1,089	\$806
Other	\$540	\$947	\$533	\$425	\$171	\$319	\$349	\$367	(\$108)	\$407	\$587	\$262	\$396	\$400	(\$4)
<b>TOTAL</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>\$50,292</b>	<b>\$50,713</b>	<b>\$48,087</b>	<b>\$2,626</b>
Paid FTE	3,810	3,831	3,847	3,788	3,816	3,821	3,848	3,908	3,880	3,873	3,892	3,923	3,963	3,853	110
SWB per FTE	\$12,207	\$11,722	\$12,904	\$12,300	\$12,088	\$12,470	\$11,443	\$12,919	\$12,917	\$12,679	\$13,251	\$12,820	\$12,795	\$12,477	\$319
SWB/APD	\$2,304	\$2,414	\$2,700	\$2,585	\$2,685	\$2,715	\$2,461	\$2,630	\$2,649	\$2,746	\$2,838	\$2,733	\$2,785	\$2,622	\$163
SWB % of Net	<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>66.69%</b>	<b>62.63%</b>	<b>63.31%</b>	<b>(0.69%)</b>
OT % of Productive	<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>2.99%</b>	<b>3.39%</b>	<b>3.08%</b>	<b>0.31%</b>
AEPOB	<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>6.40</b>	<b>6.75</b>	<b>6.41</b>	<b>0.34</b>

# EXPENSES MAY

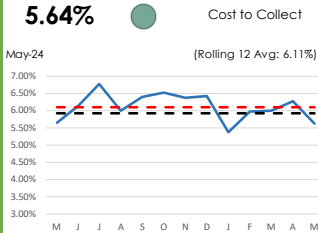
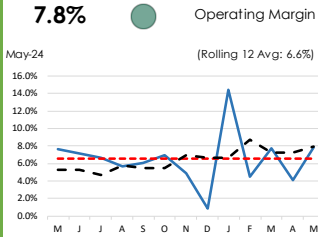
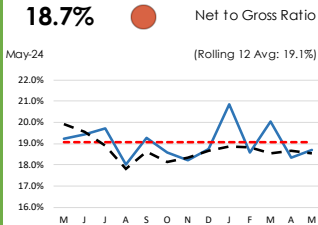


	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,810,803	\$3,066,553	(\$255,750)	(8.34%)	●
Supplies	\$16,413,520	\$14,113,133	\$2,300,387	16.30%	●
Purchased Services	\$5,948,746	\$5,888,109	\$60,637	1.03%	●
Depreciation	\$2,502,808	\$2,390,888	\$111,921	4.68%	●
Amortization	\$1,608,967	\$851,381	\$757,586	88.98%	●
Repairs & Maintenance	\$896,314	\$942,568	(\$46,255)	(4.91%)	●
Utilities	\$469,671	\$821,889	(\$352,218)	(42.85%)	●
Other Expenses	\$1,089,940	\$1,058,029	\$31,911	3.02%	●
Rental	\$124,159	\$242,127	(\$117,968)	(48.72%)	●
<b>Total Other Expenses</b>	<b>\$31,864,928</b>	<b>\$29,374,677</b>	<b>\$2,490,251</b>	<b>8.48%</b>	●

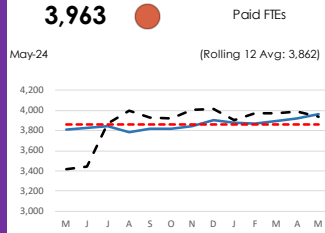
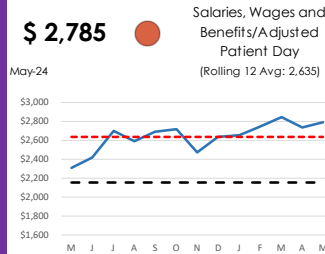
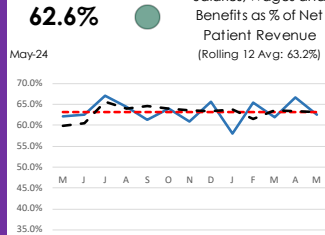
# KEY FINANCIAL INDICATOR DAY



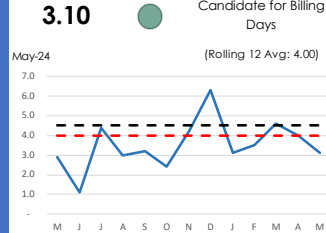
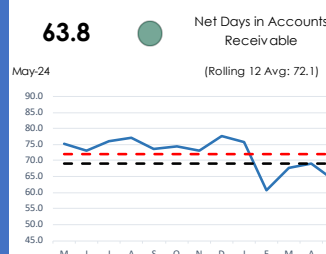
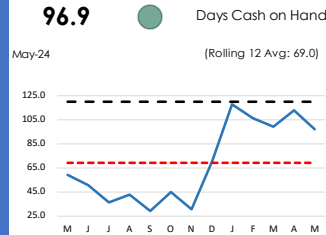
## PROFITABILITY



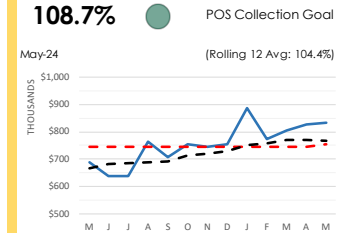
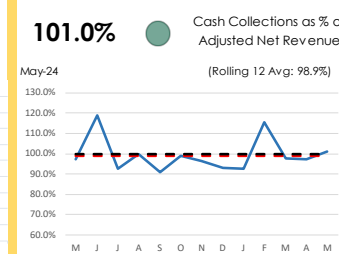
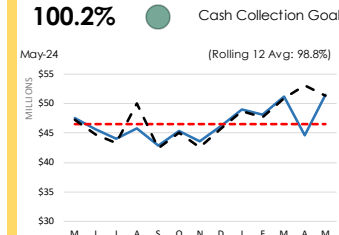
## LABOR



## LIQUIDITY



## CASH COLLECTIONS



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

# FY24 CASH FLOW



	May 2024	April 2024	March 2024	YTD of FY2024
<b>Operating Activities</b>				
Cash received from patients and payors	63,771,948	109,361,460	51,969,423	1,001,085,598
Cash paid to vendors	(42,233,282)	(31,870,160)	(22,298,958)	(329,623,196)
Cash paid to employees	(57,938,201)	(43,327,675)	(44,423,026)	(513,726,580)
Other operating receipts/(disbursements)	1,837,668	4,206,826	3,195,848	39,028,457
Net cash provided by/(used in) operations	(34,561,867)	38,370,450	(11,556,713)	196,764,279
<b>Investing Activities</b>				
Purchase of property and equipment, net	(6,005,525)	(3,644,001)	(4,131,257)	(64,733,469)
Interest received	752,505	595,395	612,419	9,647,844
Addition/ (reduction) from/ (to) donor-restricted cash	-	-	-	-
Addition/ (reduction) from/ (to) internally designated cash	8,297,267	(117,323,424)	4,082,100	(46,579,491)
Net cash provided by/(used in) investing activities	3,044,247	(120,372,030)	563,262	(101,665,117)
<b>Financing Activities</b>				
From/(to) Clark County	-	-	-	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	(1,665,679)
Increase/(decrease) in cash	(31,517,620)	(82,001,580)	(10,989,888)	93,433,483
Cash beginning of period	159,802,172	241,803,752	252,793,640	34,851,069
Cash end of period	128,284,552	159,802,172	241,803,752	128,284,552
Unrestricted cash	128,284,552	159,802,172	241,803,752	128,284,552
Cash restricted by donor	4,270,121	4,261,113	4,238,004	4,270,121
Internally designated cash	125,782,991	134,080,258	16,756,834	125,782,991

# FY24BALANCE SHEET HIGHLIGHTS



	<u>May 2024</u>	<u>Apr 2024</u>	<u>Mar 2024</u>
<b>CASH</b>			
Unrestricted	\$ 128.2	\$ 159.8	\$ 241.8
Restricted by donor	4.3	4.3	4.2
Internally designated	125.8	134.1	16.8
	<u>\$ 258.3</u>	<u>\$ 298.2</u>	<u>\$ 262.8</u>
<b>NET WORKING CAPITAL</b>	\$ 211.8	\$ 207.6	\$ 326.8
<b>NET PP&amp;E</b>	\$ 261.9	\$ 252.5	\$ 246.2
<b>LONG-TERM DEBT</b>	\$ -	\$ -	\$ -
<b>NET PENSION LIABILITY</b>	\$ 630.4	\$ 630.4	\$ 630.4
<b>NET POSITION</b>	\$ (163.0)	\$ (165.8)	\$ (165.5)

**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  
June 20, 2024

Agenda Item #

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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
6	NRS 332.115.1(b)	No	BDO USA, PC	New Contract	N/A	1 Year, with Four (1)-Year Options	30 days w/o cause	Base Agreement FYE 2024 NTE \$190,000	None	N/A	Finance	This agreement is to perform auditing services for UMC's fiscal year ending (FYE) June 30, 2024, with the option to also audit FYE 2025 to 2028. The audit is pursuant to NRS 354.624, and to be conducted in accordance with the Generally Accepted Auditing Standards; the standards set forth by the Comptroller General's Government Auditing Standards; and the provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
7	NRS 332.115.1(b) NRS 332.115.1(h)	No	Clarity Healthcare Solutions, LLC d/b/a Brundage Workforce Solutions	New Contract	N/A	1 Year, with Four (1)-Year Options	30 days w/o cause	Base Agreement NTE \$9,912,500	None	N/A	HIM	This agreement is to provide clinical documentation integrity (CDI) services for UMC's HIM Department. The services include but are not limited to: (i) Professional CDI Services – to review hospital's medical record documentation and coding for completeness, accuracy and reimbursement purposes; (ii) Certus Beacon – a software subscription service which is a revenue integrity analytics tool, combined with industry-leading CDI services to help identify, recover, and retain earned revenue; (iii) Clinical Documentation Education – conduct lectures and educate the medical staff on clinical documentation improvement as it relates to ICD-10 or other issues; and (iv) Physician Advisor Services – to review physician documentation for accuracy and efficacy; to include hospital-acquired conditions/patient safety indicators (HAC/PSI) and quality reviews; and to contact attending physicians when questions arise during chart review.
8	NRS 332.115(1)(b)	No	Ed Vance & Associates Architects d/b/a EV&A	New Contract	N/A	Not-to-exceed one year	The Agreement may be terminated by UMC, provided UMC compensates vendor, through the date of termination, for its performance, commitments and damage, not-to-exceed the total purchase price stated in the Agreement.	\$201,000	N/A	N/A	Facilities / Plant Ops	This request is for UMC to enter into the Agreement with EV&A Architects to provide architectural services for the modernization of seven elevators across the UMC campus. Five of the elevators requiring modernization are located within the Seven Story Tower, and two others are located within the Trauma & Children's Hospital. Prior to initiating a project, the UMC team determines whether the complexity necessitates outside expertise. In this instance, it was determined that, due to the age as well as the many regulations that govern the elevator systems currently operating, professional services are needed to ensure the creation of a comprehensive, safe, and compliant scope of work. Further, contracting with an architectural firm for the scope formation, rather than an elevator vendor, allows for a more competitive bidding process in the future.
9	N/A	No	Primary Commitment Agreement and Exhibit D Commitment Acknowledgement	New Contract	No	1 Year, with Four (1)-Year Options	90 days w/o cause Budget Act and Fiscal Fund Out	\$19,539,068.00	None	Approximately \$567,659.00	Supply Chain Services	This request is to approve the Primary Commitment Agreement with Medline Industries, Inc. for the purchase of medical/surgical products. This agreement is required under HealthTrust Purchasing Agreement (HPG) in order to obtain contract pricing and allocation of products to ensure the Hospital does not run out of supplies for patients as UMC will receive daily delivery of products. Additionally, this request is to add product Reprocessing Services to the Master Distribution Agreement. The vendor will pay a 5% rebate on the net sales of all purchases greater than the baseline amount of \$82,397.00. Exhibit D Remains in effect for the term as identified in the Primary Commitment Agreement. The Primary Commitment Agreement and Exhibit D Commitment Acknowledgement Rebates Form for Reprocessing Services are subject to HPG contract #2008. HPG is a Group Purchasing Organization (GPO) of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.
10	NRS 332.115 (4) & 450.530	Yes	Medline Industries, LP	New Contract	N/A	Three Years	If related disposable purchases are unexpectedly low, UMC has the right to terminate the Agreement immediately upon written notice to vendor.	\$726,084	N/A	N/A	Central Supply / Supply Chain Services	This request is for UMC to enter into the Agreement with Medline Industries, LP, for the placement of comfort blowers throughout the UMC campus and for the purchase of related disposables. Air-assisted patient repositioning systems have proven to be highly effective in day-to-day interactions with patients. Such systems assist with lifting, lateral transfers, and the turning of patients. This assistance reduces the risk of injury to both the health professional and the patient. Further, it provides a higher level of comfort to a patient, who may already be hurt or otherwise incapacitated.
11	HPG 450.525 & 450.530	Yes	GE Healthcare	New Contract	N/A	One Time Purchase 1 Year Warranty	N/A	Base Agreement \$626,917.55	Yes	Savings \$192,357.45	Radiology	This agreement is for purchase of the MiniView Max C-Arms and a OEC C-Arm 3D Imaging System. The current C-Arms are at end of life and no longer provide the necessary technology the surgeons need to care for their patients. The equipment provides Ortho, Pulmonary and Neuro surgeons the ability to have accurate images, guidance and the ability to do a 3D spin to provide the best patient care to our patients, while improving patient outcomes and patient length of stays. The purchase is pursuant to UMC's agreement with HPG.
12	NRS 332.115(1)(b)	No	LabCorp	New Contract	N/A	1 Year	30 days w/o cause	Base Agreement NTE \$200,000	None	None	Wellness Center	Request Board to approve the Agreements to have a LabCorp employee onsite at the Wellness Center to provide outpatient clinical laboratory testing services to HIV infected individuals. LabCorp will provide a reference specimen pick up and report delivery service to UMC on a daily basis Monday through Friday of each week. LabCorp shall make reasonable efforts to deliver or transmit results of a routine nature (general routine chemistries) to UMC within 24 hours of the time the specimen is received by LabCorp's testing facility. LabCorp will provide, as part of its charges for the Services, such items, devices or supplies that are used solely to collect, transport, process or store specimens to be submitted to LabCorp for testing.
13	N/A	No	Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC	New Contract	N/A	N/A	N/A	\$433,837	None	None	Executive Office	Under UMC's agreement with Sound Physicians Emergency Medicine of Nevada for emergency medicine services, UMC is subject to a no-hire provision of any Member Physician and/or Allied Health Provider; however, UMC may engage the services of a member of Sound personnel upon payment of the sum of \$25,000 per Member Physician, \$10,000 per Allied Health Provider and one half (1/2) of the annual salary of any other Sound personnel, at which time Sound shall release such individual from any restrictive covenant with Sound. This request is to approve the Contract Closing Reconciliation which closes out the amounts due under Agreement which will result in a payment by UMC to Provider in the amount of \$433,836.86.
14	N/A	No	UNLVKSOM	Amendment	No	4 Years	Terminate the earlier of (i) 6/30/2026 or (ii) the date on which the Affiliation Agreement terminates	Base Agreement and Amendment 1 No Cost	None	None	Academic Affairs (Residents)	This First Amendment requests the following: (i) amend the expiration date to end the earlier of (a) June 30, 2026 or (b) the date on which the Affiliation Agreement terminates; (ii) update UNLVKSOM's responsibilities on timekeeping and physician faculty appointments and IT system access; to cap the maximum percentage (NTE 10%) on Schedule 2 reimbursement; and to maintain accurate resident schedules and graduated levels' responsibility; (iii) add a new PLA for Rheumatology as Exhibit V; and (iv) update Schedule 2 on Community Sites. This agreement is for the provision of graduate medical education and training of residents and fellows, and to augment both entities' common mission to develop a premier academic health center that integrates the expertise of UNLVKSOM with the resources of UMC to promote teaching, health care innovation and access to health care for Southern Nevadans.



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
15	N/A	No	Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine	Amendment	No	Nov 1, 2024 - Apr 30, 2025	Subject to Sections 24 (Default) and 25 (Fiscal Fund-Out) clauses	\$169,623.48	Executive Office	This Fifth Amendment requests to extend the term of the lease with UNLVKSOM from October 31, 2024 to April 30, 2025 for UNLVKSOM to occupy the third floor of medical office space located at 1524 Pinto Lane. UMC is the Lessor.

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

<b>Issue:</b> <b>Agreement to Provide Auditing Services with BDO USA, P.C.</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 Agreement to Provide Auditing Services with BDO USA, P.C.; authorize the Chief Executive Officer to exercise any extension options and execute future amendments; or take action as deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000851000	Funded Pgm/Grant: N/A
Description: Auditing Services	
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services	
Term: 7/1/2024 to 6/30/2025 with four, 1-year options	
Amount:	

For FYE 2024 Audit – NTE \$190,000  
 For FYE 2025 to 2028 Audit – estimated per FYE audit cost is +/- \$211,000; however the actual cost will be based either the lesser of the most recent Consumer Price Index for All Urban Consumers (CPI-U) published for that year or five percent (5%)

Out Clause: 30 days w/o cause

**BACKGROUND:**

Since March 2014, UMC has had an Agreement with BDO USA to provide annual auditing services of UMC’s financial statements pursuant to NRS 354.624. The audits are to be conducted in accordance with the Generally Accepted Auditing Standards; the standards set forth by the Comptroller General’s Government Auditing Standards; and the provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”).

This request is to enter into a new Agreement with BDO USA to perform auditing services for UMC for fiscal year ending (FYE) June 30, 2024, with the option to also audit FYE 2025 to 2028. The NTE FYE 2024 audit cost is \$190,000, which represents (i) \$145,000 for the financial statement audit fee, (ii) \$15,000 for the Uniform Guidance audit fee, and (iii) NTE \$30,000 for pre-approved miscellaneous expenses. The

Cleared for Agenda  
June 20, 2024

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Agreement term is from July 1, 2024 through June 30, 2025 with the option to extend for four, 1-year periods unless terminated with a 30-day written notice by UMC for its convenience. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options and execute future amendments if deemed beneficial to UMC.

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



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8548 Rozita Lee Ave, Suite 300  
Las Vegas, NV 89113

June 4, 2024

Mr. Mason Van Houweling, Chief Executive Officer  
University Medical Center of Southern Nevada  
1800 West Charleston Blvd.  
Las Vegas, Nevada 89102

Dear Mr. Van Houweling:

### Agreement to Provide Auditing Services

This agreement to provide auditing services (the "Agreement") is intended to describe the nature and scope of our services.

#### Objective and Scope of the Audit

As agreed, BDO USA ("BDO" or "we") will audit the financial statements of the hospital entity, including the related notes to the financial statements, which collectively comprise the basic financial statements of University Medical Center of Southern Nevada (the "Hospital", "UMC", or "you") as of and for the year ending June 30, 2024. With Hospital's written agreement, BDO may also audit fiscal years ending June 30, 2025 to June 30, 2028. The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, to issue an auditor's report that includes our opinion, and to report on the fairness of the supplementary information referred to below when considered in relation to the basic financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our audit also include reporting on the Hospital's:

- Internal control related to the financial statements and compliance with federal statutes, regulations, and the terms and conditions of the federal awards, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and issuance of an opinion on whether the Hospital complied with federal statutes, regulations, and the terms and conditions of the federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance (UG).

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A),

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to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate context. As part of our engagement, we will apply certain limited procedures to the Hospital's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis, Schedule of UMC's Proportionate Share of the Net Pension Liability, Schedule of UMC's Contributions, and Other Postemployment Benefits Schedule of funding progress.

Also, the supplementary information accompanying the basic financial statements, as listed below, will be subjected to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS, and our auditor's report will provide an opinion on it in relation to the basic financial statements as a whole.

- The Schedule of Expenditure of Federal Awards

#### **Russian Ownership or Control**

By executing this Agreement, you represent that the Hospital is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia, or entity(ies) organized under the laws of Russia. You agree that if at any time while BDO is providing services to the Hospital the foregoing representation is no longer true, you will immediately notify BDO.

#### **Responsibilities of BDO**

We will conduct our audit in accordance with GAAS. Note that BDO may utilize entities owned in whole or in part by BDO (each, an "Affiliate") to assist in the audit or perform internal and/or administrative support ancillary to the services, but BDO will remain responsible for and supervise all such services. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a reasonable basis for our opinion. The risk of not detecting a material misstatement resulting from



fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Hospital's internal control. Accordingly, we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during our audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Hospital's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our audit will also be conducted in accordance with the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance or UG), and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of the federal awards that may have a direct and material effect on each of its major programs. Our procedures will consist of the applicable procedures described in the Office of Management and Budget's (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Hospital's major programs. As required by the Uniform Guidance, our audit will include tests of transactions related to major federal award programs for compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards. The purpose of these procedures will be to express an opinion on the Hospital's compliance with requirements applicable to major programs in our report on compliance issued pursuant to the Uniform Guidance.

Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statements and, therefore, will not include a detailed check of all of



the Hospital's transactions for the period. Also, an audit is not designed to detect errors or fraud or violations of federal statutes and regulations that are immaterial to the financial statements or major programs. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention unless they are clearly inconsequential. We will also include such matters in the reports required for an audit performed under the Uniform Guidance. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the Hospital and obligations related to the accountability of the Hospital, including overseeing the financial reporting process. For the Hospital, we agree that UMC Administration, Governing Board and Board of Hospital Trustees meets that definition.

We will perform test of controls, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with each direct and material compliance requirement applicable to each of the Hospital's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

#### **Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that you and those charged with governance acknowledge and understand that you and those charged with governance have responsibility (1) for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and relevant to federal award programs that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the Hospital complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, additional information we may request for the purpose of the audit, and unrestricted access to persons within the Hospital from whom the auditor determines it is necessary to obtain audit evidence.



Management is also responsible for preparation of the schedule of federal expenditures of federal awards, including the notes, noncash assistance received and other required information, in accordance with the requirements of the Uniform Guidance. Management is responsible for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received subsequent to December 26, 2014 in accordance with the audit requirements of the Uniform Guidance. You acknowledge and understand your responsibility for the preparation of all supplementary information, including the schedule of expenditures of federal awards, in accordance with the applicable criteria. Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements, in accordance with the Uniform Guidance. Management is also responsible for (1) establishing and maintaining effective internal control, including internal control over compliance and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met, (2) compliance with federal statutes, regulations, and the terms and conditions of federal awards, (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements, and (4) ensuring that management and financial information is reliable and properly reported. You also agree to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. You also agree to present the supplementary information with the audited financial statements, or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and our report thereon.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Management is responsible for adjusting the financial statements to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the Hospital's files; or otherwise concluding and confirming in a representation letter (as further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statements taken as a whole. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the Hospital agrees, subject to prevailing laws and regulations and to the extent expressly authorized by Nevada law, to release and indemnify BDO and its shareholders, principals, employees, Affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "BDO Group") from





and against all claims, liabilities, damages, or expenses (including attorneys' fees) of any kind relating to the services or this Agreement, whether arising in contract, statute, tort (including, without limitation, negligence), or otherwise (collectively, the "Claims") attributable to any knowing misrepresentations by management.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Hospital involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a direct and material effect on the financial statements and/or schedule of expenditures of federal awards. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Hospital received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Hospital complies with applicable federal statutes, regulations, and the terms and conditions of the federal awards. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of federal statutes, regulations and the terms and conditions of the federal awards, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying to us, previous financial audit attestation engagements, performance audits, or other studies related to our audit objectives. This responsibility includes communicating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will complete the appropriate sections of and electronically certify the Data Collection Form that summarizes our audit findings. We will provide a final copy of our reports in a PDF file to the Hospital; however, it is management's responsibility to upload the PDF version of the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) and complete the appropriate sections of the Data Collection Form. Management is responsible for electronically certifying the Data Collection Form and electronically submitting the completed Data Collection Form to the Federal Audit Clearinghouse (FAC). The financial reporting package must be text searchable, unencrypted, and unlocked to be accepted by the FAC. The Data Collection Form and the reporting package must be submitted electronically within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the oversight agency for audit. Both BDO and management are responsible for ensuring that in their respective parts of the reporting package there is no protected personally identifiable information. We understand that we must make copies of the Data Collection Form and reporting package available for public inspection.



### **Expected Form and Content of the Auditor's Report**

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statements, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America; and also containing a separate section indicating that our opinion does not cover the other information (as defined below) included in the annual report, stating that we considered any material inconsistency that exists between the other information and the financial statements, and describing any other information that otherwise appears to be materially misstated. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statements or the Uniform Guidance compliance, or that our report will require an Emphasis of Matter or Other Matter paragraph, we will discuss this with you. It is possible that, because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

The reports on internal control and compliance will each include a statement that the purpose of these reports is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of *Government Auditing Standards* (GAS) and the Uniform Guidance and are not suitable for any other purpose.

### **Other Information Included in the Annual Report**

You agree that you are responsible for the other information to be included in the annual report. The other information comprises the information included in the annual report but does not include the financial statements and our auditor's report thereon. You also agree to provide the final version of the document(s) comprising the annual report in a timely manner and, if possible, prior to the date of our auditor's report. Our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements. We are not responsible for searching for omitted information or for the completeness of the other information. Accordingly, BDO disclaims and you agree to the extent expressly authorized by Nevada law, to release the BDO Group from, and indemnify the BDO Group for, all liability arising out of or related to inconsistencies in or incompleteness of the other information.

### **Term**

Hospital agrees to retain BDO for the period from July 1, 2024 ("Effective Date") and continuing through June 30, 2025 ("Initial Term"). At the end of the Initial Term and with Hospital's decision to continue to utilize BDO's auditing services for each ending fiscal year through 2028, both parties have the option to extend this Agreement for four, 1-year periods (each an "Extension Term") upon written agreement. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, BDO agrees to provide the services as required by Hospital within the scope of this Agreement.



## Termination

Upon written notice:

- BDO may terminate this Agreement if BDO reasonably determines that it is unable to perform the services described in this Agreement in accordance with applicable professional standards, laws, or regulations. If we elect to terminate our services for any reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If this Agreement is terminated, the Hospital agrees to compensate BDO for the services performed and expenses incurred through the effective date of termination.
- Hospital may terminate in whole or in part this Agreement for its convenience upon thirty (30) days written notice. Hospital agrees to compensate BDO for the services performed and expenses incurred through the effective date of termination.

Those provisions in this Agreement that, by their very nature, are intended to survive termination shall survive after the termination of this Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, and limitations on use or reliance.

## Client Continuance Matters

BDO is retaining the Hospital as a client in reliance on information obtained during the course of our client continuance procedures. John Barry, a BDO assurance principal, has been assigned the primary responsibility for the engagement and for issuing the appropriate report on the Hospital's financial statements on behalf of BDO. If such assignment changes during the course of our engagement, we will notify management in writing and those charged with governance.

## Email Communication

BDO disclaims and waives, and you release the BDO Group from, all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by BDO in connection with the services we are being engaged to perform under this Agreement.

## External Computing Options

If, at the Hospital's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Hospital acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, the BDO Group disclaims and the Hospital agrees to the extent expressly authorized by Nevada law, to release the BDO



Group from, and indemnify the BDO Group for, all liability arising out of or related to the use of such External Computing Options.

#### **Use of BDO Advantage Extraction Scripts or Services**

With your approval, BDO may use BDO Advantage Extraction Scripts or Services to extract certain general ledger and subledger information from your financial accounting system to facilitate performance of our services. The BDO Advantage Extraction Scripts or Services and all information, content, materials, products (including software), and other services included in or otherwise made available to you through the BDO Advantage Extraction Scripts or Services are provided by BDO on an “as is” and “as available” basis, unless otherwise specified in writing. BDO makes no representations or warranties of any kind, expressed or implied, as to the operation of the BDO Advantage Extraction Scripts or Services, or the information, content, materials, products (including software), or other services included in or otherwise made available to you through the BDO Advantage Extraction Scripts or Services, unless otherwise specified in writing. You expressly agree that your use of the BDO Advantage Extraction Scripts or Services is at your sole risk, and you release the BDO Group from any liability connected therewith. BDO shall not share or sell any of the extracted information to third parties, and BDO shall use such information solely to facilitate performance of the services described in this Agreement.

#### **Ownership of Working Papers**

In connection with the performance of our services, we will prepare documents that support our work and include items such as work programs and analyses that do not constitute part of the Hospital’s records (“Working Papers”). The Working Papers prepared pursuant to this Agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.

However, pursuant to authority given by law or regulation, we may be requested to make certain Working Papers available to the Hospital’s oversight agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such Working Papers will be provided under the supervision of BDO personnel and at a location designated by BDO. Furthermore, upon request, we may provide photocopies of selected Working Papers to the aforementioned parties. These parties may intend or decide to distribute the photocopies of information contained therein to others, including other governmental agencies. If a Working Paper access request is received from a regulator, we will ask you and the regulator, and any designees, including third party accounting firms, to acknowledge, in writing, the conditions under which we will provide such access; and you agree to provide such written acknowledgment.

#### **Reproduction of Auditor’s Report**

If the Hospital plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed and approved for the Hospital (e.g., by the addition of financial



statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

#### **Posting of Auditor's Report and Financial Statements on Your Website**

You agree that, if you plan to post an electronic version of the financial statements and auditor's report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and auditor's report on your website and the signed version of the financial statements and auditor's report provided to management by BDO. To the extent expressly authorized by Nevada law, you also agree to indemnify the BDO Group for all claims that may arise from any differences between the electronic and signed versions.

#### **Review of Documents in Connection with Offering of Sale of Debt**

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

#### **Availability of Records and Personnel**

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

#### **Assistance by Your Personnel and Internet Access**

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Hospital employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the Hospital's premises. This assistance will serve to facilitate the progress of our work and minimize costs to you.



### **Peer Review Reports**

*Government Auditing Standards* requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

### **Other Services**

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the Hospital. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

### **Independence**

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Hospital in the performance of our services. Any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. In addition, because BDO incurs great expense in hiring and training its personnel, if you hire one of our personnel, who provided services to the Hospital in the immediately preceding 12 months you agree to pay us a fee of 20% of that individual's annualized base compensation at BDO 90 days from the first day of employment of such individual at the Hospital.

### **Limitation of Liability**

Except to the extent finally determined to have resulted from the fraud or intentional misconduct of any member of the BDO Group, the BDO Group's aggregate liability to the Hospital for all direct or third party Claims shall not exceed the aggregate amount of fees paid by the Hospital to BDO during the 12 months preceding the date of the Claim for the services giving rise to the Claim. In no event shall the BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement.

### **Dispute Resolution Procedure**

Any dispute or claim between you and BDO arising out of or relating to this Agreement or a breach of this Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, or claims based in whole or in part on any other common-law, statutory, regulatory, legal, or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.



Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment, or any extension of that time agreed to by the individually selected arbitrators (the "Arbitration Panel"). If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the aforementioned time, the third arbitrator shall be selected by the AAA. The Arbitration Panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The Arbitration Panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the services involved under this Agreement is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and this Agreement shall be governed by the provisions of the laws of the State of Nevada, which shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that the Arbitration Panel shall permit discovery that is consistent with the scope of discovery typically permitted by the Nevada Rules of Civil Procedure or Federal Rules of Civil Procedure, whichever is applicable, and/or is otherwise customary in light of the complexity of the Arbitration Claims and the amount in controversy. Any Arbitration Claims regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel. The parties shall bear their own legal fees and costs for all Arbitration Claims, except the fees and expenses of the arbitrators, if any, shall be borne equally by the parties. The arbitration proceedings shall be confidential to the extent allowed by the Nevada Revised Statutes. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the Arbitration Panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to this Agreement. The parties to this Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

The Hospital shall bring no Arbitration Claim more than one (1) year following the completion of the services provided under this Agreement to which the Arbitration Claim relates. This paragraph will shorten, but in no event extend, any otherwise legally applicable period of limitations on such Arbitration Claims.



**Fees**

Our charges to the Hospital for the services described above for the year ending June 30, 2024, will be **\$145,000 for the financial statement audit and \$15,000 for the audit in accordance with the Uniform Guidance** (subject to mutually agreed upon adjustment for services providing additional value). This fee structure does not take into consideration certain items, such as the adoption and implementation of new accounting standards for and additional major programs that would be subject to UG. For procedures related to the adoption and implementation of new accounting standards, the fees will range from \$225 to \$250 per hour. For procedures related to each additional major program, the fee will be at the rate of \$175 per hour. Therefore, **for all pre-approved miscellaneous expenses by Hospital in writing** (e.g., adoption and implementation of new accounting standards, production of documents, court order, government regulatory inquiry and/or for all related out-of-pocket costs), the **not-to-exceed annual expense is \$30,000.**

The following is an agreed-upon schedule of payments:

	Annual Audit	Annual UG
July 31, 2024	\$30,000	\$3,000
August 30, 2024	\$50,000	\$5,000
September 30, 2024	\$50,000	\$5,000
October 30, 2024	Balance	Balance

\*For fiscal years ending June 30, 2025 to June 30, 2028, audit fee charges will either be the lesser of the most recent Consumer Price Index for All Urban Consumers (CPI-U) published for that year or five percent (5%).

This fee (range) is based on the following assumptions:

- Your personnel will prepare certain schedules and analyses for us and make available to us documents for our examination as and when requested and will utilize our BDO portal to provide us such documents.
- Our planned audit timing as agreed upon with you does not change and the client-prepared information and documents are available at the beginning of our fieldwork date(s).
- There will be no significant changes in the internal controls, key personnel, or structure of the Hospital.
- There will be no significant changes in critical systems affecting key financial statement accounts (e.g., significant upgrade, systems integration, and/or systems implementation).
- There will be no significant acquisitions or disposals of businesses.
- The number of audit adjustments identified will be minimal.





- There will not be significant amendments to the Hospital's debt or financing arrangements requiring significant accounting analysis and/or "debt compliance letters."
- There will not be any unanticipated increases in current operations requiring significant additional audit time.

Should we encounter any unforeseen problems that will warrant additional time or expense, we will notify you of the situation and provide an estimate of our additional fees.

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the circumstances requiring additional procedures and the resulting additional fee estimates.

Invoices are payable upon receipt. If we do not receive any written notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. We reserve the right to suspend our services, withhold any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees, subject to Hospital's available unencumbered budget appropriations for this Agreement.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Hospital or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with the Hospital, you agree to compensate us for all time we expend in connection with such response, at our standard rates, and to reimburse us for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

#### **Assignment**

BDO shall have the right to assign its rights to perform a portion of the services described above to any of its independent BDO Alliance USA members, member firms of the international BDO network, or unaffiliated third-party contractors (a "Permitted Assignee"). If such assignment is made, the Hospital agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee or any Affiliate to perform any work relating to the services until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the Hospital agree otherwise, and we ensure that the work of the Permitted Assignee or Affiliate is performed in accordance with this Agreement. From time to time, and depending on the circumstances, personnel from an Affiliate or Permitted Assignees located in other countries may participate in the services we provide to personnel from



a BDO subsidiary or the Hospital. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the Hospital's home country, we require that all such Affiliates and Permitted Assignees agree to maintain the confidentiality of the Hospital's information and observe our policies concerning any confidential client information that we provide to them.

The Hospital may not assign this Agreement to another party without our prior written consent.

#### **Non-CPA Owner Notice Requirement**

BDO is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Therefore, depending on the nature of the services being provided, non-CPA owners may be involved in providing certain services hereunder.

#### **Third-Party Use**

All services hereunder shall be solely for the Hospital's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than the Hospital, and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the services of BDO hereunder.

#### **Confidentiality**

Each of the parties hereto shall treat and keep all of the "Confidential Information" (defined below) as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, principals, contractors, consultants, agents, or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary, and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement, and (B) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena, or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Hospital, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations



by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for (i) copies retained in working paper files retained to comply with a party's professional or legal obligations and (ii) such Confidential Information retained in accordance with the Receiving Party's normal data back-up storage procedures. Notwithstanding the foregoing, BDO shall have the right to use the Hospital's Confidential Information in connection with performing BDO's obligations hereunder, and also to use de-identified and aggregated key performance indicators derived from BDO's work product in efforts to improve the services generally, including for benchmarking and analytical purposes, so long as such information remains in a de-identified aggregated form and such use does not violate any of BDO's obligations of confidentiality hereunder. BDO shall not share or sell any of the de-identified Hospital information to third parties, and shall store such information in such a way that neither the Hospital nor any of the Hospital's staff or customers can be identified.

Subject to applicable professional standards, our engagement by the Hospital will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the services to the Hospital under this Agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, as arbitrators in post-acquisition disputes, or as expert witnesses.

Notwithstanding the foregoing, BDO 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 BDO has claimed to be confidential and proprietary, Hospital will immediately notify BDO of such demand and BDO shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. BDO 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 BDO documents in Hospital's custody and control in which BDO claims to be confidential and proprietary. For the avoidance of any doubt, BDO hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

#### **Restricted Federal Data**

The parties agree that the services are not intended to involve the processing, storage, disclosure, or transmissions of Restricted Federal Data, defined as data or information subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including but not limited to the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"), and any other data or information that is restricted for dissemination or disclosure to



foreign nationals. For clarity, and without limiting the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Federal Data. Because BDO relies on this information in order to fulfill its own compliance obligations, the Hospital shall not provide or otherwise make available Restricted Federal Data to BDO or its employees unless expressly agreed to in advance in writing by BDO. If the Hospital becomes aware that any known or suspected Restricted Federal Data will be or has been disclosed to BDO by the Hospital or otherwise in connection with the Services, the Hospital will (a) immediately notify BDO in writing to [regulatedgovtdata@bdo.com](mailto:regulatedgovtdata@bdo.com) and will cease any further transfer of such data unless and until BDO expressly agrees in writing, (b) identify which documents at which pages contain such information, (c) identify which export control regulations apply where applicable, and (d) identify the relevant export control classifications that apply to the information in question. The Hospital will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Federal Data that the Hospital has disclosed to BDO notwithstanding the foregoing. The Hospital further agrees that it will be responsible for all fees, costs, and expenses associated with processing, storage, disclosure, or transmissions of such Restricted Federal Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Federal Data.

### **Licensing Representation**

To the extent necessary for BDO to perform its obligations described herein, the Hospital represents and warrants that it will obtain, maintain, and comply with all of the licenses, consents, permits, approvals, and authorizations that are necessary to allow BDO and its employees, contractors, and subcontractors to access and use the services or software provided for the benefit of the Hospital under the Hospital's third-party services contracts, licenses, or other contracts granting the Hospital the right to access, use, or receive services or software (each a "Licensing Representation"). Upon BDO's request, the Hospital will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). To the extent expressly authorized by Nevada law, the Hospital hereby releases the BDO Group from, and indemnifies the BDO Group for, all claims and liabilities resulting from: (i) BDO's reliance on a Licensing Representation; and (ii) the functionality of any third-party software or services used or accessed by BDO.

### **Intellectual Property**

BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the services under this Agreement so long as it does not require the disclosure of any of the Hospital's Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this Agreement ("BDO Intellectual Property"). Unless otherwise specifically stated in this Agreement, the reproduction, distribution, or transfer, by any means or methods, whether direct or indirect,



of any of BDO's or its agents' Intellectual Property or proprietary information by the Hospital is strictly prohibited.

**Amendments**

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

**Publicity**

Neither Hospital nor BDO 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.

**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.

**Notices**

All notices required under this Agreement must be submitted in writing and delivered by U.S. mail (first class/postage prepaid), certified mail (return receipt requested), overnight courier or by hand delivery, and directed to the appropriate party as follows:

- If to Hospital:                   University Medical Center of Southern Nevada  
  Attn: Legal Department  
  1800 W. Charleston Blvd.  
  Las Vegas, NV 89102
- If to BDO:                         BDO USA  
  Attn: John Barry, Assurance Principal  
  6671 Las Vegas Blvd. South, Suite 200  
  Las Vegas, NV 89119

**Personnel On-Site**

BDO shall abide by the relevant compliance policies of Hospital, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the



relevant portions of which are available to BDO upon request, and Hospital's Vaccine Policy, as may be amended from time to time, and must register through Hospital's vendor management/credentialing system prior to arriving on-site at any of Hospital's facilities. BDO's employees, agents, subcontractors and/or designees who do not abide by Hospital's policies may be barred from physical access to Hospital's premises.

#### **Miscellaneous**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties. This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the Hospital. This engagement is a separate and discrete event and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Hospital hereby authorizes BDO to participate in such confirmation processes, including through the third party's website (e.g., by entering the Hospital's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that the BDO Group shall have no liability in connection therewith.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, Securities and Exchange Commission, Public Company Accounting Oversight Board, and Government Auditing Standards), but if any provision of this Agreement shall be deemed void, prohibited, invalid, or otherwise unenforceable in whole or in part for any reason under such applicable laws, regulations, professional standards, published interpretations, or any reason whatsoever, such provisions or portion(s) thereof shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and shall be amended to the minimum extent required to make the provision enforceable, and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement, which shall remain in full force and effect.

The Hospital's signature below represents and warrants that it has the full power and authority to enter into this Agreement on behalf of the Hospital. The Hospital represents and warrants that this Agreement constitutes the legal, valid, and binding obligation of the Hospital. To the extent expressly authorized by Nevada law, the Hospital agrees to release, indemnify, and hold harmless BDO Group against any Claim to the extent arising out of its breach of any representation or warranty contained in this paragraph.



Mr. Mason Van Houweling  
June 4, 2024  
Page 20

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

\* \* \* \* \*

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing this letter via the DocuSign link that we provide. Alternatively, if you are receiving hard copies of this engagement letter and DocuSign will not be used, please return to us a copy of this Agreement and retain a copy for your files.

Very truly yours,

BDO USA, P.C.

Acknowledged:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

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

The BDO USA Client Data Privacy Policy is located at <https://www.bdo.com/legal-privacy/client-data-privacy-policy>. If you have questions about this Privacy Policy, please contact us at [privacy@bdo.com](mailto:privacy@bdo.com).

## Business Associate Agreement

This Agreement is made effective the 1<sup>st</sup> of July, 2024, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **BDO USA, P.C.**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

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

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

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

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

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

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

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

### I. DEFINITIONS

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

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



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

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

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

## II. ACKNOWLEDGMENTS

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

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

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

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise

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

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

- (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
- (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

#### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

- (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
- (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
- (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

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

- (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
- (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

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

By: John Barry

Mason Van Houweling

Name: John Barry

Title: CEO

Title: Assurance Principal

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

Date: June 4, 2024

## 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: 45</b>						
<b>Corporate/Business Entity Name:</b>		BDO USA P.C.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		8548 Rozita Lee Ave Suite 300		<b>Website:</b> <a href="https://www.bdo.com/">https://www.bdo.com/</a>		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89113		<b>POC Name:</b> John Barry		
				<b>Email:</b> <a href="mailto:jbarry@bdo.com">jbarry@bdo.com</a>		
<b>Telephone No:</b>		702-784-0000		<b>Fax No:</b> 702-784-0161		
<b>Nevada Local Street Address: (If different from above)</b>		Same as 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)
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N/A; no individual holds more than 5% ownership.  
Company is owned by an Employee Stock Ownership Program (ESOP)


**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.

	John Barry
Signature	Print Name
Assurance Principal	June 4, 2024
Title	Date

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

<b>Issue:</b> <b>Master Service Agreement with Clarity Healthcare Solutions, LLC d/b/a Brundage Workforce Solutions</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 Master Service Agreement with Clarity Healthcare Solutions, LLC d/b/a Brundage Workforce Solutions for Clinical Documentation Integrity Services; authorize the Chief Executive Officer to execute the extension options and future amendments within the not-to-exceed yearly amount of this Agreement; 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: 3000870000	Funded Pgm/Grant: N/A
Description: Clinical Documentation Integrity (CDI) Services	
Bid/RFP/CBE: NRS 332.115.1(b) & (h) – Professional Services & Software	
Term: 6/26/2024 to 6/25/2025 with four, 1-year options	
Amount:	
Training	NTE \$10,000 per year
CDI Services (professional)	NTE \$1,900,000 per year
Analytics Services (software)	NTE \$45,000 per year
Clinical Documentation Education and Physician Advisor Services	NTE \$27,500 per year
-----	
NTE \$1,982,500 per year; potential aggregate is NTE \$9,912,500 for five (5) years	

Out Clause: 30 days w/o cause

**BACKGROUND:**

This request is to enter into a new Master Service Agreement for Clinical Documentation Integrity (CDI) Services (“Agreement”) with Brundage Workforce Solutions (“BWS”) for UMC’s HIM Department. The services include but are not limited to:

- Professional CDI Services – to review hospital’s medical record documentation and coding for completeness, accuracy and reimbursement purposes.

Cleared for Agenda  
June 20, 2024

Agenda Item #

**7**

- Certus Beacon – a software subscription service which is a revenue integrity analytics tool, combined with industry-leading CDI services to help identify, recover, and retain earned revenue.
- Clinical Documentation Education – conduct lectures and educate the medical staff on clinical documentation improvement as it relates to ICD-10 or other issues.
- Physician Advisor Services – to review physician documentation for accuracy and efficacy; to include hospital-acquired conditions/patient safety indicators (HAC/PSI) and quality reviews; and to contact attending physicians when questions arise during chart review.

UMC will compensate BWS for services rendered for a combined NTE yearly amount of \$1,982,500 or a potential aggregate of NTE \$9,912,500 for five (5) years from June 26, 2024 through June 25, 2025 with four, 1-year extension options. Either party may terminate this Agreement at any time without cause with a 30-day notice. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options and execute future amendments within the not-to-exceed yearly amount of this Agreement if deemed beneficial to UMC.

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

## Master Service Agreement

This Master Service Agreement ("Agreement") is made and entered into this 26<sup>th</sup> day of June, 2024 ("Effective Date"), by and between Clarity Healthcare Solutions, LLC d/b/a Brundage Workforce Solutions, a Florida Limited Liability Company (referred to as "BWS"), and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (referred to as "Client"), with the office located at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102. BWS and Client may be referred to as the "parties" or each a "party".

Whereas, Client desires to engage BWS to provide services which assist healthcare clients with their revenue cycle operations, all on the terms and conditions of this Agreement;

Whereas, BWS has the personnel and resources necessary to accomplish the services within the required schedule and budget allowance; and

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

Now, therefore, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

- A. Term and Termination:** This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year ("Initial Term"). At the end of the Initial Term, Client has the option to extend this Agreement for four, 1-year periods (each an "Extension Term") upon written notice to BWS. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term," unless terminated sooner as provided herein. This Agreement may be terminated by either party upon a 30-day prior written notice to the other.
- B. Services:** BWS shall provide Clinical Documentation Integrity (CDI) software subscription and professional personnel services as requested by Client ("services"). Attached hereto as "Exhibit A" and "Exhibit B" are the rates for services rendered by BWS. BWS represents and warrants to Client that it will not be providing temporary and/or permanent placement or other personnel staffing or hourly labor for Client during the Term. A breach of this representation by BWS shall render this Agreement immediately voidable.

BWS is an equal opportunity employer and hires its employees regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status, sexual orientation, or other protected class status pursuant to applicable law. The parties agree and warrant that neither will reject the employees, nor otherwise deem the employees unacceptable, or take any other action for any reason prohibited by federal, state, or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety.
- C. Independent Employee Status:** BWS shall be responsible for providing any salary or other benefits to its employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its employees; and will make all appropriate unemployment tax payments.
- D. Grant of License:** BWS hereby grants to Client, and Client hereby accepts from BWS, a non-exclusive, non-transferable, non-assignable limited license to use the software in accordance with this Agreement during the Term specified in Section A above. Client acknowledges and agrees that the software is the proprietary information and a trade secret of BWS and that this Agreement grants Client no title or rights



of ownership in the software. Client agrees not to market, sublicense, distribute, permit timeshare, or allow any other access to the software other than Client's own internal use as permitted hereby. However, Client data files and patient data stored in the software are and shall remain the exclusive property of Client.

**E. Invoices:** BWS shall (i) submit monthly invoices to Client for CDI Services rendered and (ii) shall submit monthly invoices to Client for Analytics Services software subscription. Payment is Net 45 from receipt of a correct invoice by Client.

**F. Payment Default:** Payment in full for invoices shall be due within 45 days from invoice date. If Client's account is past due and BWS has notified Client in writing of the past due balance, BWS has the right and may without advance notice, immediately cease providing all further revenue cycle services without any liability to BWS for interruption of pending work.

**G. Limitation of Liability:** Neither party shall be liable to the other party for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of services furnished hereunder, including but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or for any indirect, incidental, special or consequential damages (including but not limited to damage for loss of profits, interest, earnings or use) whether arising in tort or otherwise. Except for indemnification obligations, BWS' total liability for any claim or action shall not exceed the amount paid for the order out of which such a claim or action arose.

**H. CLIENT PROPERTY:**

**H-1. CONFIDENTIALITY:** BWS recognizes that while performing its duties under this Agreement, BWS and its employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. BWS agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

**I. PURCHASE ORDERS:** If a purchase order is required pursuant to this Section, Client shall deliver to BWS a written purchase order after the Effective Date of this Agreement. As stated in Section K-6 herein, this Agreement including **Exhibit A** and **Exhibit B** constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and Client's purchase order, this Agreement shall prevail.

**J. NOTICES:**

**J-1. MANNER:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

**J-2. ADDRESSEE:** A Notice shall be addressed to:

BWS:                   Brundage Workforce Solutions  
                              Attn: Sean Hasan/Managing Partner  
                              5005 W. Laurel Street, Suite 100  
                              Tampa, FL 33607

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

**J-3. DELIVERY:** A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

**J-4. CHANGES:** Either party may designate, by Notice to the other, substitute addresses, or address for notices, and thereafter. Such Notices are to be directed to those substitute addresses.

**K. MISCELLANEOUS:**

**K-1. GOVERNING LAW:** The laws of the State of Nevada shall govern the validity and construction of this Agreement and any dispute arising out of, or relating to this Agreement, without regard to the principles of conflict of laws.

**K-2. SEVERABILITY:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner that is materially adverse to any party. 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.

**K-3. COUNTERPARTS:** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**K-4. HEADINGS:** The Section and subsection headings have been included for convenience 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.

**K-5. BINDING EFFECT:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legates, personal representatives and other legal representatives, successors and permitted assigns. BWS and Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between BWS and Client, and not to any other relationship between Client and any other division, company, business unit, subsidiary or affiliate of BWS. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person, other than the parties hereto, any rights or remedies.

**K-6. ENTIRE AGREEMENT:** This Agreement, including all applicable Exhibits, hereto constitute the entire agreement between the parties, and there are no representations, warranties, covenants, or obligations except as set forth in this Agreement. This Agreement supersedes all prior and

contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

**K-7. WAIVER:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed by a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

**K-8. REMEDIES CUMULATIVE:** The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall constitute a waiver of alternate remedies.

**K-9. LEGAL DISPUTES:** All disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal, or termination of this Agreement shall be settled in a court of law of appropriate jurisdiction in Clark County, Nevada.

**K-10. ASSIGNMENT:** No party shall transfer or assign any or all its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party.

**K-11. SYSTEM AVAILABILITY:** Client will make all applicable electronic systems and medical records available for BWS in the performance of this Agreement.

**K-12. TRAINING TIME:** Any training required by Client for BWS are deemed billable at the agreed hourly bill rates reflected in **Exhibit A**. Training Time expenses shall **not exceed \$10,000 per year** (maximum of 10 hours per employee) for the Term of this Agreement.

**K-13. AUDITS:** The performance of this Agreement by BWS is subject to review by Client to ensure Agreement compliance. BWS agrees to provide Client any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to BWS. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of agreement and be cause for suspension and/or termination of this Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by BWS and to verify the nature of the services being invoiced, but does not include the right to review personal information of BWS' employees, or proprietary information of BWS, including but not limited to BWS' underlying cost, markup or overhead rates.

**K-14. PUBLICITY:** Neither Client nor BWS 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.

**K-15. PUBLIC RECORDS:** BWS acknowledges that Client is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Client receives a demand for the disclosure of any information related to this Agreement which BWS has claimed to be confidential and proprietary, Client will immediately notify BWS of such demand and BWS shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for protective order. BWS shall indemnify, defend and hold harmless Client from any claims or actions, including all associated costs and

attorney's fees, regarding or related to any demand for the disclosure of BWS documents in Client's custody and control in which BWS claims to be confidential and proprietary. For the avoidance of any doubt, BWS hereby acknowledges that this Agreement will be publicly posted for approval by Client's governing body.

**K-16. 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.

**K-17. INDEMNIFICATION:** BWS agrees to indemnify, defend and hold harmless Client from and against all claims, liabilities, and expenses, including reasonable attorneys' fees and costs arising out of this Agreement which may result from acts, omissions, or breach of this Agreement by BWS, its employees, contractors or agents.

**K-18. 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 Client for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Client 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 Client of its obligations incurred through the thirtieth (30<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.

**K-19. NON-EXCLUSION:** Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud and are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement.

**K-20. AMENDMENTS AND MODIFCATIONS:** This Agreement, including all applicable Exhibits, hereto, may be amended, waived, changed, modified or discharged only by an agreement in writing signed on behalf of all of the parties by the authorized representatives executing this Agreement.

**K-21. ORDER OF PRECEDENCE:** The order of precedence by which the documents shall govern the services, liabilities and obligations of the parties is as follows:

- a. Master Service Agreement

b. Attachments to Master Service Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

Clarity Healthcare Solutions, LLC  
d/b/a Brundage Workforce Solutions

University Medical Center of Southern Nevada

Adam Telischak      06/05/2024

Signature                      Date

Adam Telischak

Name

Senior Vice President

Title

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Exhibit A**  
**CDI Services and Physician Advisory Analytics Services**

START DATE: 6/26/2024

END DATE: 6/25/25 four, 1-year extension options

CLIENT: University Medical Center of Southern Nevada

**CDI Services:**

Professional CDI personnel to review hospital's medical record documentation and coding for completeness, accuracy and reimbursement purposes.

<b>CDI Services</b>	<b>BILL RATE</b>	<b>EST. HOURS PER MONTH</b>
CDI (IP/OP) services will support documentation improvement activities in an effort to support accuracy and quality in the patient records and to ensure that coded diagnoses are an accurate reflection of the patient's clinical status and care. (remote)	\$95.00	160 Hours
CDI auditing services will facilitate improvement across the health system in the overall quality, completeness, and accuracy of the medical record documentation through audit, investigation, education, and data analysis. (remote)	\$105.00	TBD by Client
CDI management services will include oversight of the CDI team and work in association with other leaders, CDI Specialists, coders, providers, and other key members of the healthcare team to ensure accurate documentation in the medical record. (remote)	\$125.00	TBD by Client

For CDI Services, Client agrees to pay BWS for the performance of services for the not-to-exceed amount of **\$1,900,000 per year**.

**Physician Advisory Services: Analytics Template**

Certus Beacon™ revenue integrity analytics, combined with industry-leading CDI Services, help hospitals identify, recover, and retain earned revenue. Align the right resources to capture opportunities and quantify the value of the work being performed. With limited IT lift, your organization will have access to unparalleled data to rapidly affect change impacting revenue quality and compliance.

Analytics	Rate
<ul style="list-style-type: none"> <li>• Certus Beacon Analytics UM Module</li> </ul>	<ul style="list-style-type: none"> <li>• \$2,500 per month</li> </ul>
<ul style="list-style-type: none"> <li>• Certus Beacon Analytics CDI Module</li> </ul>	<ul style="list-style-type: none"> <li>• \$2,500 per month</li> </ul>
<ul style="list-style-type: none"> <li>• Certus Beacon Analytics CDI and UM Module</li> </ul>	<ul style="list-style-type: none"> <li>• \$3,500 per month</li> </ul>
<ul style="list-style-type: none"> <li>• One-time Implementation Fee</li> </ul>	<ul style="list-style-type: none"> <li>• \$5,000</li> </ul>
<ul style="list-style-type: none"> <li>• Chartered Support Plan               <ul style="list-style-type: none"> <li>○ Initial data analysis, summary, and engagement kick off</li> </ul> </li> <li>• Expert Analyst led meeting, with data analysis and action plan - every other month</li> </ul>	<ul style="list-style-type: none"> <li>• \$5,500 initial</li> <li>• \$3,500 subsequent</li> </ul>
<ul style="list-style-type: none"> <li>• Additional User Fee (one user included)</li> </ul>	<ul style="list-style-type: none"> <li>• \$150 per user</li> </ul>
<ul style="list-style-type: none"> <li>• Custom Reporting and Data Analysis</li> </ul>	<ul style="list-style-type: none"> <li>• \$275 per hour</li> </ul>

For Analytics Services, Client agrees to pay BWS for the performance of services for the not-to-exceed amount of **\$45,000 per year**.

**Exhibit B**  
**Clinical Documentation Education and Physician Advisor Services**

**Description of Services:**

1. Provide clinical documentation education, including conducting lectures and educating the medical staff on clinical documentation improvement as it relates to ICD-10 or other issues as identified by Client.
2. Provide physician advisor services with respect to Client's clinical documentation improvement program and review physician documentation for accuracy and efficacy of documentation.
3. Provide physician advisor services for quality optimization; to include hospital-acquired conditions/patient safety indicators (HAC/PSI) and quality reviews as requested.
4. Review documentation or other utilization management, case management, denials management and/or patient status assignment issues as requested.
5. Provide documentation improvement consultation to non-physician reviewers with respect to appropriateness, quality and/or necessity of clinical documentation.
6. Contact attending physicians or consulting physicians when questions arise during chart review related to appropriateness of documentation and/or utilization of resources.
7. Conduct its work based on information and direction from Client's Administration, Director of Case Management or Director of Health Information Management, as applicable.
8. Provide additional services as requested by Client's leadership and outlined in the pricing chart below and in this **Exhibit B**.

**Assumptions:** The following is a list of assumptions and/or expectations upon which BWS has relied in agreeing to perform the services and upon which BWS's fees are based. Any deviation from these assumptions may cause changes in timelines, fees and expenses, deliverables, level of effort required or may otherwise impact BWS's performance of the services.

1. **BWS's Responsibilities and Tasks:** BWS will perform the services as requested by Client utilizing qualified staff.
2. **Client's Responsibilities and Tasks:** Client will provide relevant data to assist in measuring and supporting ROI of BWS's services provided. Data requests will vary depending on the service and BWS will work with Client to determine the required data set and how frequent updates will be needed.
3. Client will provide required access to networks, systems and software applications in order to support BWS's services.

**Intellectual Property Rights:** BWS retains all rights to material used during training and supplied to Client's physicians and staff after training. BWS grants a limited use license for the material to be utilized in the context of this statement of work for as long as this **Exhibit B** is in place. Materials may not be copied or distributed outside the scope of this statement of work nor allow the extended use of materials without the written consent of BWS.



**Compensation:** The table below represents the various services available under this **Exhibit B** at the request of Client.

Education Services	Rate
<b>CDI Education Kickoff, Live-Remote</b> <ul style="list-style-type: none"> <li>• Three (3) Sessions               <ul style="list-style-type: none"> <li>▪ Weekday (1)</li> <li>▪ Weeknight (1)</li> <li>▪ Weekend (1)</li> </ul> </li> <li>• 20+ Physicians</li> </ul>	<ul style="list-style-type: none"> <li>• \$12,250</li> </ul>
<b>Instructor Led Remote Live Education</b>	
<ul style="list-style-type: none"> <li>• Up to 30 minutes: Including a Q&amp;A session               <ul style="list-style-type: none"> <li>○ For up to 15 Invitees</li> </ul> </li> <li>• Up to 60 minutes: Including a Q&amp;A session               <ul style="list-style-type: none"> <li>○ For up to 15 Invitees</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• \$2,500 per session</li> <li>• \$3,250 per session</li> <li>• Tiered Pricing Available Upon Request</li> </ul>
<ul style="list-style-type: none"> <li>• Custom Content (discovery, design and build)               <ul style="list-style-type: none"> <li>○ Up to 5 Hours included</li> <li>○ In addition to delivery of education session(s)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• \$2,500</li> <li>• \$750 per additional hour</li> </ul>

For Clinical Documentation Education and Physician Advisor Services, Client agrees to pay BWS for the performance of services for the not-to-exceed amount of **\$27,500 per year**.

## **Business Associate Agreement**

This Agreement is made effective the 26<sup>th</sup> of June, 2024, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Clarity Healthcare Solutions, LLC d/b/a Brundage Workforce Solutions**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

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

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

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

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

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

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

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

### **I. DEFINITIONS**

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

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial

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

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

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

## II. ACKNOWLEDGMENTS

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

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

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

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise

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

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

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

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

#### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

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

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

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

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

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

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

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

By: Adam Telischak

Mason Van Houweling

Name: Adam Telischak

Title: CEO

Title: Senior Vice President

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

Date: 06/05/2024

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 0 (Zero)</b>						
<b>Corporate/Business Entity Name:</b> Clarity Healthcare Solutions, LLC						
<b>(Include d.b.a., if applicable)</b> dba Brundage Workforce Solutions						
<b>Street Address:</b>		5005 W. Laurel Street, Suite #100		<b>Website:</b> <a href="http://www.brundagegroup.com">www.brundagegroup.com</a>		
<b>City, State and Zip Code:</b>		Tampa, FL 33607		<b>POC Name:</b> Sean Hasan (Managing Partner) Christopher Wright (Account Executive) <b>Email:</b> <a href="mailto:shasan@brundagesolutions.com">shasan@brundagesolutions.com</a> <a href="mailto:cwright@brundagesolutions.com">cwright@brundagesolutions.com</a>		
<b>Telephone No:</b>		813.820.0162		<b>Fax No:</b> 813.702.5546		
<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)
Sean Hasan	Managing Partner	16.66%
Tara Clem	President	16.66%
Dave Guren	Managing Partner	16.66%
Jason Coffing	President	16.66%
Josh Pierce	Managing Partner	16.66%
Josh Durst	CFO	16.66%

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

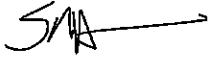
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

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.



Sean N. Hasan

Signature

Print Name

Managing Partner

April 19, 2024

Title

Date



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

<b>Issue:</b> <b>Agreement for UMC Elevator Modernization Architectural Services with Ed Vance &amp; Associates Architects</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 Agreement with EV&amp;A Architects for UMC’s elevator modernization project; or take action as deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000999901	Funded Pgm/Grant: N/A
Description: Architectural services for the modernization of UMC property elevators	
Bid/RFP/CBE: NRS 332.115(1)(b) – professional services.	
Term: not-to-exceed one year from the effective date of the Agreement	
Amount: \$201,000	
Out Clause: The Agreement may be terminated by UMC, provided UMC compensates vendor through the date of termination for its performance, commitments and damage, not-to-exceed the total purchase price stated in the Agreement.	

**BACKGROUND:**

This request is for UMC to enter into an Agreement with Ed Vance & Associates Architects (“EV&A”), a Nevada corporation, to provide architectural services for the modernization of seven elevators across the UMC campus. Five of the elevators requiring modernization are located within the “seven story tower”, and two others are located within the Trauma & Children’s Hospital.

Prior to initiating a project, the UMC team determines whether the complexity necessitates outside expertise. In this instance, it was determined that, due to the age as well as the many regulations that govern the elevator systems currently operating, professional services are needed to ensure the creation of a comprehensive, safe, and compliant scope of work. This scope of work will allow UMC to develop a comprehensive public solicitation summary.

The term of the Agreement will be either the date of completion of the work or the date that is one year from the effective date of the Agreement, whichever is soonest. The Agreement may be terminated by UMC, provided UMC compensates vendor through the date of termination for its performance, commitments and damage, not-to-exceed the total purchase price stated in the Agreement.

Cleared for Agenda  
June 20, 2024

Agenda Item #

**8**

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

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR UMC  
ELEVATOR MODERNIZATION ARCHITECTURAL SERVICES**

<b>ED VANCE &amp; ASSOCIATES ARCHITECTS (“EV&amp;A”)</b>
NAME OF FIRM
Kellie Wanbaugh
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1160 N Town Center Drive, Suite 170 Las Vegas, NV 89144
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 946-8195
(AREA CODE) AND TELEPHONE NUMBER
Kwanbaugh@edvanceassociates.com
E-MAIL ADDRESS

**AGREEMENT FOR UMC  
ELEVATOR MODERNIZATION ARCHITECTURAL SERVICES**

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and ED VANCE & ASSOCIATES ARCHITECTS ("EV&A") (hereinafter referred to as "COMPANY"), for UMC Elevator Modernization Architectural Services (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, HOSPITAL envisions the completion of future construction to modernize elevator systems on the HOSPITAL campus, and a prerequisite to such future construction is the PROJECT; and

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$201,000 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

**SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from the Effective Date through the earliest to occur of: (i) the date of completion of the Project and (ii) the date that is one (1) year from the Effective Date ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

**SECTION II: COMPENSATION AND TERMS OF PAYMENT**

**A. Terms of Payments**

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$201,000. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after

receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.

- ~~5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.~~
- ~~6. *The Hospital shall not withhold amounts from Company's compensation to impose a penalty or liquidated damages on Company or to offset sums due to cost of changes in the Work unless Company agrees or has been found liable for the amounts in a binding dispute resolution proceeding.*~~
7. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
8. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

**B. HOSPITAL's Fiscal Limitations**

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

**SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

**SECTION V: RESPONSIBILITY OF COMPANY**

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

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

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. ~~COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.~~
- G. *-The services Company provides will be performed in a manner consistent with that degree of care as ordinarily exercised by similarly situated consultants/design professionals currently practicing under similar circumstances in the Project's locale. No warranty or guarantee is included or intended in this Agreement or in any of Company's instruments of services or work product.*
- H. ~~It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:~~

~~-Company shall exercise usual and customary professional care in its efforts to comply with applicable laws, rules, and regulations in effect as of the date of the execution of this Agreement.~~

- ~~1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.~~
2. "Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility to comply with the requisite standard of care."
3. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to

operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- I. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- J. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- K. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional standard of care. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Monty Bowen, telephone number (702) 383-2301 or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments shall not in any way relieve COMPANY of responsibility for the professional standard of care.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. ~~Time is of the essence of this Agreement.~~
- B. *Company will strive to perform its work within the time periods established in any Schedule of Performance. However, irrespective of any Schedule of Performance, Company's services and the services of its employees and any sub-consultants will be executed in*

*a time and manner that is consistent with the professional skill and care that is ordinarily provided by consultants practicing in the same or similar locale under the same or similar circumstances. No warranty or guarantee is included or intended in this Agreement or in any of Company's instruments of services or work product.*

- C. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.
- D. ~~In the event that COMPANY fails to complete the PROJECT within the time specified in the Agreement, or with such additional time(s) as may be granted in writing by HOSPITAL or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Agreement or any extensions thereof, COMPANY shall pay to HOSPITAL as liquidated damages the sum of \$100.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by HOSPITAL in completing the work.~~

## **SECTION IX: SUSPENSION AND TERMINATION**

### **A. Suspension**

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

### **B. Termination**

#### **1. Termination for Cause**

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

- a. not less than ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

#### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

#### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
  - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
  - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and



copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.

- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

**SECTION X: INSURANCE**

In the event that COMPANY will have employees on HOSPITAL-owned or operated property, COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

**SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses, or such other address that a party may designate in writing:

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

TO COMPANY:                                 Ed Vance & Associates Architects (EV&A)  
   1160 N Town Center Drive, Suite 170  
   Las Vegas, NV 89144

**SECTION XII: MISCELLANEOUS**

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for

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

E. Clark County Business License / Registration

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

F. Complete Agreement

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

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**.

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material

breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

L. Governing Law / Venue

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

M. Gratuities

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

N. Immigration Reform and Control Act

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

O. Indemnity

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

*To the fullest extent permitted by law, COMPANY shall indemnify and hold harmless HOSPITAL from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest, and court costs) to the extent such damages result from the negligent act, error, or omission of the COMPANY, its employees, subconsultants, or anyone for whose actions COMPANY is legally responsible. HOSPITAL shall, to the fullest extent expressly authorized by law, indemnify and hold harmless COMPANY from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest, and court costs) to the extent such damages result from the negligent act, error, or omission of HOSPITAL, its employees, construction managers, subcontractors, or anyone for whose actions HOSPITAL is legally responsible. Neither of the parties is obligated to indemnify the other party in any manner whatsoever for its own negligence. The parties expressly agree this indemnity provision does not include - and in no event shall either party be required to assume - any obligation or duty to defend the other party from any claims, causes of action, demands, or lawsuits in connection with or arising out of this Agreement or the services rendered by COMPANY.*

P. Independent Contractor

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

employees or other agents.

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. Publicity

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

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms

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

W. Travel Policy

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

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller.

HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the original itemized receipts with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
  - o With copy of executed Agreement highlighting the allowable travel
  - o List of travelers
  - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

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

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

Travel expenses shall not exceed \$ 0.00 without prior written approval from HOSPITAL.

X. Waiver; Severability

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

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

HOSPITAL:

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

**ED VANCE & ASSOCIATES ARCHITECTS (“EV&A”)**

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

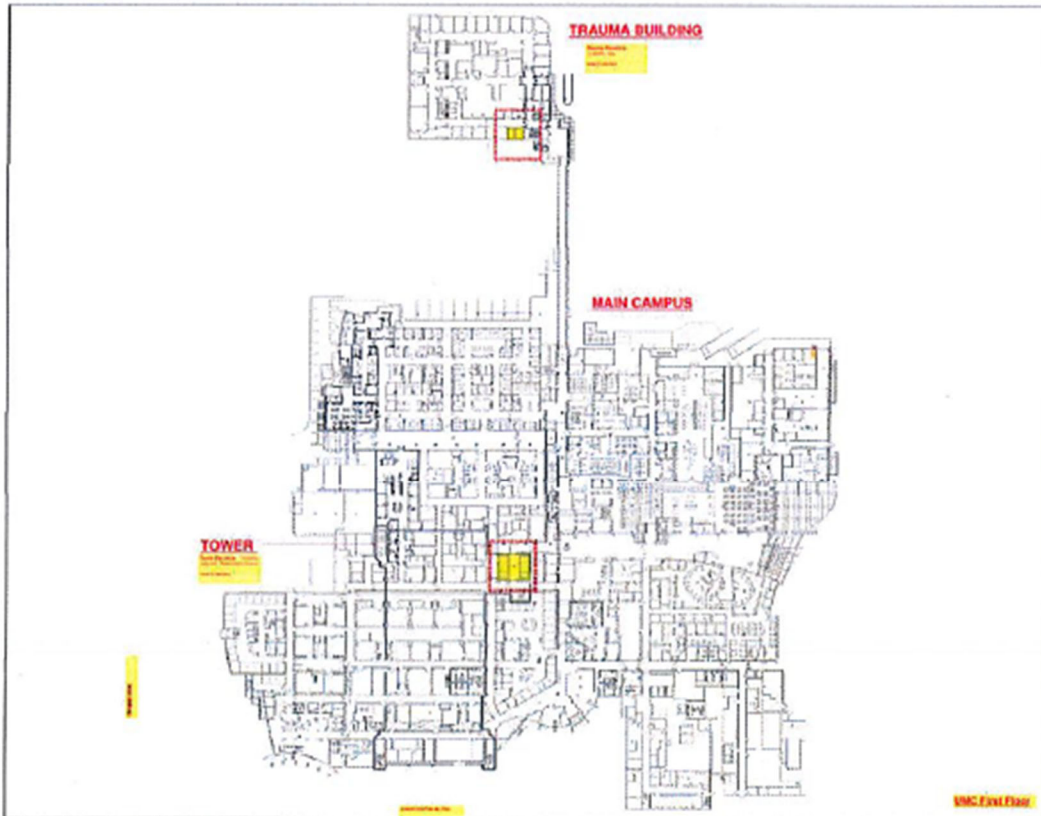
EDWARD VANCE  
Founder/Chief Executive Officer

5/20/24

DATE

**EXHIBIT A – Page 1 of 2**  
**UMC ELEVATOR MODERNIZATION ARCHITECTURAL SERVICES**  
**SCOPE OF WORK**

Project Scope consists of modernizing 7 elevators at the University Medical Center located at 1800 W. Charleston Blvd, in Las Vegas, NV. It is our understanding that about 5 elevators are in the 7-story Tower, and 2 elevators are in the Trauma Building – see exhibit below. EV&A is to develop a complete scope of work to include a set of comprehensive drawings for public work bidding and submittal to the building department. The drawings will allow bidders to have the option of selecting any elevator manufacturer for a better competitive bidding process.



Included in the scope: professional architectural, structural, mechanical, plumbing, electrical, and technology construction documents, along with a fire protection report and cost estimates. The scope includes survey reports from the elevator consultant, Lerch-Bates.

**EXHIBIT A – Page 2 of 2**

Scope includes the following:

Preliminary Pricing Plans

- Provide Floor and Ceiling Plans with Pricing Notes to OCMI for Preliminary Pricing
- Provide a schematic design package for preliminary pricing to include minor Structural alterations and connections, Mechanical, Plumbing, Electrical, and Technology services along with a Tenant Improvement Fire Protection Report.

Construction Documentation

- Provide Architectural, Structural, Mechanical, Plumbing, Electrical, and Technology Construction Documents and Fire Protection Report for submittal to the City of Las Vegas Building Department, (CLVBD), for permit.
- Response to Comments from CLVBD
- Coordination with OCMI for pricing
- Response to Bidding RFIs

Contract Administration

- Response to General Contractor RFIs
- Review of Submittals
- Site Visits as requested (limited to 3)

**Breakdown of Anticipated Compensation to COMPANY, subject to the Agreement:**

EV&A Architects Schematic Fee (30%):  
EV&A Architects Construction Document Fee (45%):  
EV&A Contract Administration Fee (25%):  
IMEG SMPET Fee:  
Lerch Bates (Elevators) Fee:  
PCNA FPR Fee:  
OCMI (Cost Estimate) Fee:  
Reimbursables (Plans Review Fee)



**Total      \$201,000.00**



**EXHIBIT B**  
**UMC ELEVATOR MODERNIZATION ARCHITECTURAL SERVICES**  
**INSURANCE REQUIREMENTS**

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

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: UMC ELEVATOR MODERNIZATION ARCHITECTURAL SERVICES (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: UMC ELEVATOR MODERNIZATION ARCHITECTURAL SERVICES

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

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

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

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

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

**EXHIBIT C**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

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

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

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

## EXHIBIT D Business Associate Agreement

This Agreement is made effective the **20 of May**, 2024, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and ED VANCE & ASSOCIATES ARCHITECTS ("EV&A"), hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

### I. DEFINITIONS

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

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

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

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

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

### II. ACKNOWLEDGMENTS

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

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

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

### III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

#### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

#### V. RIGHT TO AUDIT

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

#### VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_  
Mason VanHouweling

By:  \_\_\_\_\_  
Edward Vance

Title: CEO

Title: Founder/Chief Executive Officer

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

Date: 5/20/24



**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 type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input checked="" type="checkbox"/> Other S-Corp
<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: 18</b>						
<b>Corporate/Business Entity Name:</b> Ed Vance & Associates, Architects						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1160 N. Town Center Drive, Suite 170		<b>Website:</b> edvanceassociates.com		
<b>City, State and Zip Code:</b>		Las Vegas, Nevada 89144		<b>POC Name:</b> Kellie Wanbaugh, Vice President Interiors		
				<b>Email:</b> Las Vegas, Nevada 89144		
<b>Telephone No:</b>		702-946-8195		<b>Fax No:</b> 702-946-8196		
<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)
Edward Vance	Founder / CEO	59.4 %
Matthew Burns	Executive Vice President	24.75 %
Kellie Wanbaugh	Vice President Interiors	9.9 %

**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.

	Edward Vance, FAIA
Signature	Print Name
CEO/Founder	5/22/2023
Title	Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

**For UMC Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b> <b>Primary Commitment Agreement and Exhibit D Commitment Acknowledgement with Medline Industries, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>	
<p><b>That the Governing Board Audit Finance Committee review and recommend for approval by the Governing Board the Primary Commitment Agreement and Exhibit D Commitment Acknowledgement with Medline Industries, Inc.; authorize the Chief Executive Officer to execute extension and amendments; or take action as deemed appropriate. (For possible action)</b></p>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000705000	Funded Pgm/Grant: N/A
Description: Purchase Commitment Agreement and Rebate Form	
Bid/RFP/CBE: CBE – NRS 450.525 Membership in Hospital Purchasing Group	
Term: 1 year with four 1-year renewals	
Amount: \$19,539,068.00 (total estimated spend for the 1-yr term and renewal years, if exercised)	
Out Clause: 90 days w/o cause	
Budget Act and Fiscal Fund Out	

**BACKGROUND:**

This request is to approve the Primary Commitment Agreement with Medline Industries, Inc. for the purchase of medical/surgical products. This agreement is required under HealthTrust Purchasing Agreement (HPG) in order to obtain contract pricing and allocation of products to ensure the Hospital does not run out of supplies for patients as UMC will receive daily delivery of products. Additionally, this request is to add product Reprocessing Services to the Master Distribution Agreement. The vendor will pay a 5% rebate on the net sales of all purchases greater than the baseline amount of \$82,397.00. Exhibit D Remains in effect for the term as identified in the Primary Commitment Agreement.

The Primary Commitment Agreement and Exhibit D Commitment Acknowledgement Rebates Form for Reprocessing Services are subject to HPG contract #2008. HPG is a Group Purchasing Organization (GPO) of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Cleared for Agenda  
June 20, 2024

Agenda Item #

**9**



**HealthTrust Purchasing Group, L.P.  
Medical/Surgical Products Distribution Agreement  
No.: HPG-2008**

**Distributor: Medline Industries, LP  
and for transactions in PA, TN, TX and WA, Medline Industries Holdings, L.P.  
Effective Date for University Medical Center of Southern Nevada: July 1, 2024**

**Primary Commitment Agreement for Acute Care & ASC Participant or Group**

X HPG Participant: **University Medical Center of Southern Nevada (“Participant”)**

HPG Group: N.A. (“Group”)

This Primary Commitment Agreement (“Commitment Agreement”) is being entered into by Participant or Group on behalf of each healthcare provider entity which is listed in Attachment B attached hereto (each of Participant or Group being referred to herein as a “**Customer**” or “**Participant**”), for the purchase of Products under the Master Distribution Agreement for Medical/Surgical Products by and between HealthTrust Purchasing Group, L.P. (“**HPG**”) and Distributor dated May 1, 2022 (HPG-2008) (“**Master Distribution Agreement**”). Terms not otherwise defined herein shall have the same meaning given to them in the Master Distribution Agreement. Customer and Distributor agree and acknowledge that the terms of the Master Distribution Agreement are incorporated into this Commitment Agreement for all purposes. In the event of a conflict, the Master Distribution Agreement shall control unless the parties hereto specifically agree otherwise and such modification has been approved by HPG. Participant or Group represents that it has authority to enter into this Commitment Agreement on behalf of each Customer listed in Attachment B.

1. **Purchase Commitment**. Participant or Group hereby appoints Distributor as the prime distributor for Medical/Surgical Products (“**Products**”) for each Customer, and Distributor hereby agrees to provide distribution services for Products in accordance with the Master Distribution Agreement and the terms in this Commitment Agreement. Each Customer shall purchase at least [REDACTED] percent ([REDACTED]) of its requirements for Products available from Distributor (excluding any Products available direct from the Vendor). If HPG designates a Product as being available either through a Distributor or directly from an HPG Vendor, then the Committed Purchaser shall have the right to purchase such Product from either without such direct purchases being used to calculate the Committed Purchaser’s compliance with this or any other volume commitment.
2. **Compensation**. Participant agrees to pay Distributor for Products an amount not-to-exceed [REDACTED] for the Term. In the event Participant meets the foregoing not-to-exceed amount, Distributor may reject any additional orders for Products or services hereunder.
3. **Commencement Date**. This Agreement is made and entered into as of the date of last signature below by any authorized signatory (“Effective Date”). Distributor shall commence distribution services on a date not prior to the Effective Date (the “Commencement Date”). This Commitment Agreement shall have an initial term for a

period of one (1) year (the “Initial Term”), and may renew for up to four successive one-year terms (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless otherwise terminated by either party for any reason provided in the Master Distribution Agreement. Notwithstanding, if Customer is no longer a member of HPG, then this Commitment Agreement shall terminate effective sixty (60) days following the termination date of its membership in HPG, and Customer’s access to the pricing, Rebates and other benefits available to Customers pursuant to the Master Distribution Agreement shall cease on such date.

4. **GPO Designation.** Customer designates HPG as its sole group purchasing organization affiliation. Customer further agrees and acknowledges that (a) Customer has delegated to HPG the authority to negotiate the Master Distribution Agreement on its behalf; (b) Distributor is authorized to forward to HPG all Rebates owing to Customer, which shall then be payable by HPG to Customer; and (c) upon receipt, HPG shall assume all responsibility for proper distribution of such payments to Customer.
5. **Chargeback Rebill/Rebate Rebill.** Provided Customer is listed on HPG’s membership list provided to Distributor and has met Distributor’s credit requirements, Distributor shall provide Customer with access to the pricing under the Master Distribution Agreement. In the event an HPG Vendor denies a chargeback or rebate for a Product purchased by Customer from Distributor, Distributor will work with Customer to resolve the denial. If Distributor is unable to have the denial reversed after one hundred twenty (120) days, Customer agrees to pay Distributor the amount owing to Distributor, plus any unpaid distribution margin based on any cost adjustment. Subsequently, if the Distributor reverses the HPG Vendor’s denial of the chargeback or rebate, such amounts shall be paid to Customer.
6. **Resale of Products.** Except with respect to consolidated service centers that sell to HPG Participants, Customer hereby certifies that it is purchasing Products from Distributor on its own behalf and for its own use, and not for resale or distribution to third parties not a party to this Commitment Agreement or listed in Attachment B. Customer agrees and acknowledges that any violation of this Section 5 shall be deemed a material breach.
7. **Commitment Agreement Confidentiality.** Customer agrees that the pricing and terms offered to Customer hereunder are confidential and that Customer shall not disclose such pricing and terms to third parties, including but not limited to manufacturers, other distributors or other healthcare providers, without prior written consent from Distributor, except as may be permitted by Section 11 of the Master Distribution Agreement.

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

attorney's fees, regarding or related to any demand for the disclosure of Distributor documents in Customer's custody and control in which Distributor claims to be confidential and Proprietary.

8. **Intentionally Omitted.**
9. **Taxes.** Customer shall be responsible for the payment of all applicable sales, use, retailer's, occupation tax and any excise tax applicable to Customer's purchase of all Products and services under this Agreement. Notwithstanding the foregoing, Customer is exempt from any Nevada state taxes and a letter from the Nevada Department of Taxation can be provided if requested. In the event Customer claims exemption under this Agreement, Customer agrees, to the extent authorized by law, to indemnify and hold Supplier harmless from any and all subsequent assessments levied by a proper taxing authority for such taxes, including interest, penalties and late charges.
10. **Credit.** Distributor's obligation to extend credit to Customer is contingent upon Customer's initial and continued qualification under Distributor's credit policy.
11. **Ordering.** A Participant may place orders for Products with Distributor via EDI, internet e-commerce or facsimile twenty (24) hours per day. A Participant may place orders for Products with its account manager or by telephone to Distributor's customer service center from 8:00 a.m. to 4:30 p.m. (local time for servicing distribution centers), Monday through Friday (excluding the following holidays: Christmas, New Year's Day, Thanksgiving Day and the day after, Memorial Day, the Fourth of July, and Labor Day). Customer Service may be reached at numbers provided from time to time by Distributor to Participants. Local cut-off time for next business day delivery is 1:00 p.m.
  - a. **Orders for Non-Stock Items.** A Participant that places an order for a Non-Stock Item shall be notified by Distributor of the likely timing for receipt of such Non-Stock Item.
  - b. **Non-Business Hour Emergencies.** Orders for emergency deliveries shall be accepted by Distributor twenty-four (24) hours a day, seven (7) days a week. Each Participant shall be provided with the phone number, pager number and voice mail number of the Distributor representative designated for taking and handling its emergency orders.
12. **Minimum Orders.** There shall be no minimum per order requirements for Products under this Commitment Agreement.
13. **Product Substitution.** With the consent of a Participant, Distributor shall work with such Participant to establish a list of mutually acceptable product substitutes for Products that are Stock Items. These substitutes shall be utilized only in the event a Product is backordered or out of stock and cannot be delivered to a Participant pursuant to Section 13 hereof. Distributor shall substitute if deemed necessary backordered or out of stock items with a Contract Product if one is available that is comparable in quality and cost and with pre-approval of the Participant. Where Distributor is at fault the cost of a substitute Product from Distributor shall not exceed that for the original ordered Product. If a substitute Product is not available from Distributor and a competitive product must be purchased by a Participant that has entered into a Commitment Agreement at a higher net cost, including



freight, as a substitute for the ordered Product, and Distributor is at fault, Distributor shall reimburse such Participant for the additional reasonable cost incurred except Distributor will not be required to reimburse Participant to the extent such additional cost exceeds an amount equal to [REDACTED] ([REDACTED]) over the manufacturers listed HPG contract price. Distributor shall not be required to pay such additional cost for each such product substitution for any period in excess of sixty (60) days. Distributor and Customer will ensure Products purchased in accordance with this section will not be obtained from companies in violation of NRS 332.065 which states “a governing body or its authorized representative shall not enter into a contract pursuant to this section with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

14. **Stock Item Requirements.** Distributor agrees to maintain as a Stock Item any Product required by a Participant for a period of at least three (3) months provided that a) the Product is already stocked in the Distributors local distribution center, b) Participants usage is greater than one-third of a single case per month or c) Participant purchases the item more than twice per month at Participants requested unit of measure or at least an aggregate of four (4) times per month by all Parties purchasing from the same Distribution Center (provided that, if Participant is the only Participant making such request for addition, the Vendor’s ordering unit of measure is depleted in a three (3) month time frame), or any such other Product as mutually agreed upon by Distributor and the applicable Participant. After the three (3) month period, if such Product doesn’t qualify as a Stock Item, then Distributor shall no longer have the obligation to maintain such Product as a Stock Item. Distributor shall meet with Participant to determine whether Participant is continuing to use such Product and, if not, Participant agrees to purchase any remaining inventory up to the 3-month supply originally communicated.
15. **Backorders and Out of Stock Products.** Distributor shall use commercially reasonable efforts to minimize backorders and out of stock Products. Distributor shall provide each Participant with notification of backorders of Products and out of stock Products at the time of order by Participant. In the event a Product ordered by a Participant is on backorder or out of stock and such Product is available from an alternative Distribution Center of Distributor, then such Product shall be automatically shipped, to Participant unless specifically deemed unnecessary by Medline and Participant from the alternative Distribution Center at no additional charge, unless any of the following apply: (a) Participant’s purchases of such Product have exceeded [REDACTED] ([REDACTED]) of the prior month’s purchases of such Product, (b) the Product is a Non-Stock Item, or (c) the backorder is due to the supplier or supplier backorder of such Product; then in such event, the freight charge shall be with best efforts, identified in advance and, if approved, paid by Participant. Distributor agrees if it backorders an HPG MWBE Vendor product, and the HPG MWBE Vendor disputes that the product is on backorder, Distributor will work in good faith with the MWBE Vendor to resolve the product availability issues within the following thirty (30) calendar days

16. **Delivery Times.** For Products to be delivered on the next scheduled delivery day, orders must be received by 3:00 p.m. on the previous business day in the time zone of the ordering Participant. Specific delivery days and times shall be agreed upon by each Participant and the appropriate Distributor service center, based upon each Participant's needs.
17. **Deliveries of Non-Stock Items.** Distributor shall deliver Products that are Non-Stock Items which Purchaser accepts when placing the order and receives confirmation such Product is a Non-Stock item will be delivered as follows: (i) within fourteen (14) days of receipt of an order for Non-Stock Items within Distributor's Distribution Center network, or (ii) within twenty-one (21) days for Non-Stock Items outside of Distributor's Distribution Center network, provided the Product is available within such timeframe from the supplier or manufacturer.
18. **Remedies for Late Deliveries.** If Distributor is unable to deliver Products within the time periods specified in this Commitment Agreement and/or applicable order, Participant shall have the right to either cancel the order, in whole or part, to accept alternative delivery dates, or to order a replacement from another source, in addition to any other rights of Participant arising under this Commitment Agreement or by law. If Distributor backorders Products for any order or portion thereof which it is unable to ship for delivery within the required time period, and Participant does not cancel such order, or portion thereof, any incremental expedited freight charges associated with shipment of the Products back ordered shall be paid by Distributor, even if Participant requested such expedited shipment.
19. **Remedies for Non-timely Delivery.** In the event Distributor delivers a particular order of Products to a Participant earlier than one hour before or later than one hour after the scheduled delivery time as mutually agreed upon by Distributor and Participant for such order, provided that Participant was not given notice prior to scheduled delivery time and provided delivery timeframe was missed due to no occurrence outside the reasonable control of Distributor, then the Distributor shall pay Participant a credit in the amount of [REDACTED] hundred dollars [REDACTED] within fifteen (15) days.
20. **Packaging.** Distributor assumes all responsibility for proper packaging of Products for safe shipment to Participant, in accordance with both the packing and shipping regulations of the transportation service provider, and also, if applicable, the packaging, marking, labeling and shipping paper requirements of the United States Department of Transportation's Hazardous Material Regulations.
21. **Shipping.** For regularly scheduled deliveries, pursuant to Section 17 of this Exhibit B, Products shall be shipped F.O.B. Destination, on all orders of Products located at Participants primary shipping branch in the continental United States. Freight charges will be added to non-stock orders and emergency overnight shipments unless such orders can be delivered as part of the next regularly scheduled delivery. Stock products where usage was in excess of [REDACTED] ([REDACTED]) of communicated forecast which are stock transferred or shipped overnight will have applicable freight charges added.

The following additional terms apply, if applicable:

- a. Any order for Products that are Non-Stock Items or Stock Items that require expedited delivery requested by a Participant shall be ground shipped (or air

shipped if requested by Participant) F.O.B. Destination, freight prepaid and billed to Participant with no markup on freight cost.

- b. Stock Items ordered that are distributed from an alternate distribution center due to the fault of the Distributor will not incur any freight and shipping charges.
  - c. If a Non-Stock Item is delivered to a Participant on that Participant's regularly scheduled delivery, then no freight or shipping charges will apply.
  - d. If a Non-Stock or Non-Contract item can be placed on a Participant's delivery schedule, then no additional freight charges will apply.
  - e. When a Participant will incur freight charges under this Section, Distributor shall ship such Products utilizing the best shipping rate available to Distributor for the Participant.
  - f. Distributor agrees to include on every shipment to all Participants a packing list detailing all items included in such shipment.
  - g. Distributor agrees to make available to Participants, upon their request, copies of delivery receipts signed by representatives of Participants or other documents evidencing proof of delivery on any shipment for at least one hundred twenty (120) days following date of shipment.
  - h. If Distributor obtains a Stock Item from an alternate Distribution center, Distributor will not charge any freight to Participant.
  - i. Emergency deliveries and drop shipments not the fault of Distributor will be charged [REDACTED] ([REDACTED]) plus actual costs incurred and orders of capital equipment will be charged actual freight. Notwithstanding the foregoing, Distributor shall provide each Participant with a waiver of the foregoing [REDACTED] fee on five (5) emergency deliveries or drop shipments during each contract year of the Term. Title to and risk of loss of Products distributed under this Commitment Agreement shall pass from Distributor to Participant upon delivery by Distributor to the loading dock or other mutually agreed upon delivery location of Participant.
  - j. Plastic reusables pallets will be provided free of charge for shipments to the hospital. Participant will be responsible for setting aside the pallets delivered each day and returning them back to Distributor during the next day's delivery. A monthly report reviewing the number of pallets delivered vs. the number pallets returned will be provided to the Participant on a monthly basis. For any pallets not returned to Distributor, Participant will be charged a flat rate of [REDACTED] / pallet. If there are missing pallets, Distributor will allow 30 days for Participant to Search for them within the facilities and return them, at which time, if there are still missing pallets, Participant would then be charged accordingly.
22. **Third Party Freight Management Service.** If a Participant notifies Distributor that it wishes to use a particular freight management service for delivery of Products, Distributor will mutually agree to discuss this request with the Participant.
23. **Performance Service Level Requirements.**
- a. **Fill Rate--Fully Adjusted Commitment.** Distributor agrees to maintain a monthly Fill Rate-Fully Adjusted for all Distribution Centers for orders from each Participant that has provided pre-defined usage of at least [REDACTED]

- ██████████ (██████████).
- b. **Fill Rate--Fully Adjusted Compensation.** If the monthly Fill Rate-Fully Adjusted for any Customer is less than ██████████ for any particular month and is not caused by a delivery failure of a HealthTrust Vendor, Distributor agrees to issue to the applicable Participant within forty-five (45) days following the end of the applicable quarter, a credit equal to ██████████ (██████████) of the Distributor Mark-Up dollars for each percentage point of portion thereof less than ██████████ multiplied by the total net amount paid by the Customer to Distributor for Products during the applicable quarter. By way of example, if the monthly Fill Rate-Fully Adjusted for a Customer is ██████████ for a particular month and such Customer's total net amount paid to Distributor for Products during the applicable quarter is ██████████ then Distributor shall issue to such Customer a rebate in the amount of ██████████ (██████████) within forty-five (45) days following the end of the applicable quarter.
- c. **Additional Remedies — Termination by a Participant.** In addition to the remedies set forth above, in the event that the Fill Rate—Fully Adjusted for a Participant falls below ██████████ (██████████) in any two consecutive calendar months or twice in any six-month period (“**Service Level Minimum**”), such Participant may provide written notice to HPG and Distributor of Distributor's failure to meet or exceed the Service Level Minimum. Upon such written notice, Distributor shall respond to HPG by telephone within two (2) business days of the complaint. At HPG's request, if the problem continues to exist, HPG will call a meeting, at Distributor's expense, which meeting shall consist of a representative of Distributor, a representative of HPG and such affected Participant(s) to resolve the disputes. Distributor shall have a cure period of sixty (60) days from the date of such written notice to meet or exceed the Service Level Minimum to such Participant(s). In the event that Distributor fails to meet or exceed the Service Level Minimum for the second thirty (30) day period during such cure period, such Participant may terminate such Participant's participation under the Commitment Agreement.
24. **Inspection.** All Products shall be subject to inspection and approval upon receipt by Participant. Any Products which do not comply with Participants purchase order, including quantities and delivery time; in any way fail to comply with the warranties provided under this Commitment Agreement or with applicable law; or are damaged in shipment, whether discovered at time of receipt or at a later time, may be rejected by Participants, irrespective of the date of payment. Participant may hold any Product rejected for reasons described herein pending Distributor's instructions, or Participant, at Participant's option, may return such Products to Distributor at Distributor's expense, F.O.B. Origin, freight collect.
25. **Payment Terms.** Unless otherwise specified herein or as agreed between the Parties, Participants shall pay Distributor via check, wire transfer or electronic funds transfer. Distributor shall work with each Participant to determine the payment schedule and payment terms that such Participant elects for purchases of Products under this Commitment Agreement. The payment schedule options available to Participants are either (i) invoice payment schedule (i.e., invoice for each purchase order), or (ii) statement payment schedule (i.e., a group of invoices over a certain designated time period that are

paid at one time). The payment terms options available to Participants are the following net payment terms are measured from date of invoice or statement: (i) thirty (30) day prepay, (ii) fifteen (15) day prepay, (iii) Net 15 days, (iv) Net 20 days, (v) Net 30 days, (vi) Net 45 days, and (vii) Net sixty (60) days. Increases or decreases to distribution fees related to the elected terms are provided in Exhibit A. Distributor may assess a service charge at the rate of 1.5% per month or the maximum amount allowed by applicable law, whichever is less, on all past due invoices. However, Distributor will notify any Participant which is not complying with the payment terms per their Commitment Agreement, and work with the Participant to move them to the applicable payment term markup.

26. **Indemnification**. Distributor agrees to indemnify and hold the Customer, its officers, directors and affiliates harmless from any damages, loss, liability or expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees) arising out of its performance under this Commitment Agreement which is caused by Distributor's negligent acts or omissions, except to the extent such liabilities arise out of the fault of the Customer or any third party. To the extent expressly authorized by law, Customer agrees to indemnify and hold the Distributor, its officers, directors and affiliates harmless from any damages, loss, liability or expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees) arising out of its performance under this Commitment Agreement or use of Products purchased hereunder which is caused by Customer's negligent acts or omissions, except to the extent such liabilities arise out of the fault of the Distributor or any third party.
27. **Warranty of Non-exclusion**. Distributor and Customer each represent and warrant to the other that such representing party and its directors, officers, and key employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "**Federal Healthcare Programs**") and (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs.
28. **Merger and Amendment**. This Commitment Agreement and the Master Distribution Agreement terminate and supersede any existing agreement involving Distributor and Customer pertaining to distribution services for Products. This Commitment Agreement shall not be modified except by written amendment, expressly stating an intent to modify the terms of this Commitment Agreement, and signed by the parties hereto. Upon termination of the Master Distribution Agreement without any replacement agreement, this Commitment Agreement shall also terminate.
29. **Custom Product Inventory Purchase Upon Termination**. In the event of termination of this Commitment Agreement by either Party or a Committed Purchaser for whatever reason, each Committed Purchaser shall purchase all Custom Products on order with Distributor, in transit to such Committed Purchaser, or held in inventory by Distributor at such Committed Purchaser's request based upon agreed upon stocking levels. In the event of termination of this Commitment Agreement by Distributor for Cause, each Committed Purchaser shall also purchase any other Products in transit or held in inventory by Distributor specifically for such Committed Purchaser to support its requirements. In the

event of termination of this Commitment Agreement by HealthTrust for Cause, or termination by a Committed Purchaser for Cause, the Participant(s) shall not be required to purchase any Products, including, without limitation any Products in Distributor's inventory or in transit to Distributor, except for Custom Products ordered by Distributor or in Distributor's inventory. Should Distributor terminate for Cause, Purchaser agrees to purchase all Custom Products up to ninety (90) days on hand plus manufacturing inventory/work in process.

30. **Business Review.** Distributor and Purchaser shall establish a schedule for holding business reviews to review Distributor's performance hereunder. Purchaser will indicate the frequency of such review on Attachment C. During each business review, Distributor will provide all Mandatory Reports (as hereinafter defined) and review any issues arising under this Commitment Agreement.
31. **Mandatory Reports.** Each of the following reports (the "**Mandatory Reports**") will be generated either at the Purchaser or Group/IDN level and provided during each business review. For Group/IDN's, each Purchaser's information will be provided, including a roll-up report.
- a. **A Standardization Opportunity Report.** Distributor will identify Standardization or SKU rationalization opportunities and the cost savings associated therewith. A Standardization Opportunity Report will be generated at the Purchaser or Group/IDN level and provided during the business review. The report compares purchase history to the suggested rationalization item, which measures the overall conversion success.
  - b. **Total Purchase History.** Total roll-up sales, by month for prior year and current year-to-date.
  - c. **Total Purchase History by Category:** Total sales by Contract Product, Non-Contract Product and HPG Vendor Agreement sales.
  - d. **Trend Analysis Report.** A line graph shows sales trend, by month, for Reports B and C above.
  - e. **Back Order Report.** Monthly and year-to-date.
  - f. **Purchase Trend Analysis.** A line graph of month-to-month purchases for the prior year and year-to-date.
  - g. **Fill Rate Report.** Monthly and year-to-date.
  - h. **DSO Report.** Monthly and year-to-date.
  - i. **Shipping and Handling.** Spend report by category (e.g., Shipping Charges: overnight, standard, non-standard, drop ship, etc., and Handling Charges: IPF 1, IPF4, etc. by month and year-to-date).

- j. Quality Performance Analysis. Report showing number of damaged goods, delivery errors, pricing errors, defective materials, order errors-customer, short date items, transportation errors and other agreed upon metrics requested by Group/IDN.
  - k. Other. Distributor agrees to provide mutually agreed upon reports upon reasonable request and in a mutually agreed upon format Distributor Reporting to HPG.
  - l. Rebate Report. To the extent any rebates are payable under this Agreement, any rebates earned, by month, by rebate type (e.g., conversion, growth, commitment).
  - m. Reprocessing Purchase History. Report showing the total number of items reprocessed, total cost of items purchase that count toward the 95% purchase requirement.
32. **Intentionally Omitted.**
33. **Intentionally Omitted.**
34. **Compliance with the Copeland “Anti-Kickback” Act.** Distributor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and debarment s a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
35. **Discounts.** Any funds, discounts or resources provided by Distributor to a Customer hereunder may be a “discount or other reduction in price” pursuant to the Medicaid and Medicare Fraud and Abuse Act (including regulations thereto) and certain state regulations. Accordingly, each Customer shall disclose as required by law any such discount or other reduction in price it receives and reflect it appropriately in any costs or charges claimed under any state or federal program which provides cost- or charge-based reimbursement for the products and services covered by this Commitment Agreement. Distributor shall provide appropriate notices to Customers of the value of any such funds, discounts or resources.
36. **Publicity.** Neither Customer nor Distributor shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to the Agreement without the prior written consent of the other party.
37. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Customer’s obligations under it shall be extinguished at the end of any of Customer’s fiscal years in which Customer’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in

a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the 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 Customer of its obligations incurred through the thirtieth (30<sup>th</sup>) day June of the fiscal year for which monies were appropriated.

38. **Governing Law.** Nevada law shall govern the interpretation and enforcement of the Agreement Venue shall be any appropriate State or Federal court in Clark County, Nevada.
39. **Termination by Customer.** Customer shall have the right to terminate this Commitment Agreement, without or without cause, upon ninety (90) days written notice to Distributor and by taking the following steps:
- a. Provide to Distributor and HealthTrust a termination notice, indicating the reason (service or strategic) for the requested change.
  - b. If the requested change is service-related, indicate the reason that Distributor may not be performing satisfactorily. If the request is strategic, provide the appropriate details.
  - c. Distributor will review the request and the reasons therefore. If the request is being made for service reasons, Distributor will have thirty (30) days within the 90 day notification window to address and remedy the situation to the Customer's satisfaction. If reason for request of cancelation has not been remedied, Agreement will terminate at the end of the time remaining of the 90 days.
  - d. If the request is being made for strategic reasons, HealthTrust will review the details and make a recommendation concerning the request, if it so desires. If HealthTrust determines its involvement is not required, Agreement shall terminate after the ninety (90) day notice period.
  - e. Following Customer's notice to Distributor, Customer shall work with HealthTrust, Distributor and the newly authorized distributor, if applicable, to develop a written transition plan and begin the change process.
  - f. During the transition process, Distributor will charge the Customer its price in effect on the date of Customer's termination notice to Distributor for purchases of Products under this Commitment Agreement. The Customer also will receive full compliance credit for all purchases from Distributor during the transition.
  - g. At the conclusion of the transition process, the Customer, Distributor, Customer's newly authorized distributor, if applicable, and HealthTrust will meet to close the process. The process should include satisfactory reduction of Distributor's inventory for the Customer.

40. **NOTICE:** Any notice or communication required or permitted to be given under or in connection with this Agreement shall be deemed to have been sufficiently given if in writing and personally delivered or sent by certified mail (return receipt requested), or overnight express courier service (signature required), prepaid to the Party for which such notice is intended as follows:

**Medline Industries, LP**  
Attn: Legal Department  
Three Lakes Drive  
Northfield, IL 60093



**University Medical Center of Southern Nevada**

Attn: Legal Department  
1800 W. Charleston Boulevard  
Las Vegas, NV 89102

The parties to this Commitment Agreement hereby indicate their agreement to the terms herein by the signatures of their authorized representatives below.

**Participant/Group:** University Medical Center  
of Southern Nevada

**Distributor:** Medline Industries, LP

  
Marc Phillips (Jun 6, 2024 14:48 CDT)

Mason Van Houweling-  
Signature

Marc A. Phillips -  
Signature

Chief Executive Officer  
Title

Sr. Vice President, Corporate Sales  
Title

June 6th, 2024

University Medical Center of Southern Nevada  
Facility Name

1800 W. Charleston Blvd., Las Vegas, NV. 89102  
Facility Address

**Attachments attached:**

- X Attachment A: Net Markup Worksheet
- X Attachment B: List of Facilities
- X Attachment C: Delivery Days, Delivery Time and Business Review Schedule
- X Attachment D: Return Goods Policy

**PRIMARY COMMITMENT AGREEMENT — ACUTE CARE & ASC’s  
 Medical/Surgical Products Distribution Services  
 Attachment A**

Base Payment Terms**					Net 30		Enter Mark-ups Here
*Acute Care					██████		██████
Surgery Center (s)					██████		██████
<b>Group Commitment Incentive</b>							██████
<b>CPT Commitment Incentive</b>							██████
<b>Suture Product/Endo Product Commitment Incentive</b>							██████
<b>ReNewal Reprocessing incentive</b>							██████
<b>Alt Site Incentive***</b>							██████
<b>Annual Volume Commitment Incentive:</b>							
						<b>\$25-\$50M</b>	██████
						<b>&gt;\$50M</b>	██████
<b>Note: Add any Additional Distribution Services as Required</b>							
<b>Net Mark Up</b>							██████
<b>No Distribution Mark Up Added to Distributor Brand Name Products</b>							██████

\* Acute Care pricing shall also be extended to National Account Surgery Center Groups (e.g. Envision (formally Amsurg), USPI, Surgery Center Holdings, HCA Surgery Centers).

\*\*Base Payment Terms Purchases’ applicable to the Base Payment Terms above are defined as:

\*\*\*Requires the annual Non-Acute committed spend is at least five percent (5.00%) of the total annual dollar value of the committed Acute Care spend

Purchases by Committed Purchasers if Product is ordered from Distributor and shipped to and received by Distributor from manufacturer in a UOM listed as “CASE”, “BOX”, or “PACK.”

**Standard Delivery Scheduled**

Acute Care Facilities – [REDACTED]

Surgery Center Facilities – [REDACTED]

For facilities with monthly volume greater than \$750K, [REDACTED]

For facilities with monthly volume greater than \$1M, [REDACTED]

**The Following HealthTrust Agreements are considered Jan/San Categories^:**

- HPG-478, Heritage Bag, Can Liners
- HPG-2522, 3M, Housekeeping Chemicals & Floor Care (EVS)
- HPG-5257, Diversey, Housekeeping Chemicals & Floor Care (EVS)
- HPG-822, Grand Technology, Housekeeping Chemicals & Floor Care (EVS)
- HPG-192, Georgia Pacific, Paper Products

^ List is subject to change with ninety (90) days prior notification to HealthTrust

<i>Additional Distribution Services</i>	
<b><i>Bulk Delivery Services</i></b>	<b>Fee %</b>
1. PO Segregation: PO's within each ship-to department will be separated and clearly marked per pallet.	[REDACTED]
2. Bulk break down charges (Example: CS to EA) 1.00% for each break; capped at 3.00%	[REDACTED]
3. Increased Weekday Delivery Days.	[REDACTED]
4. Weekend Deliveries (per day)	[REDACTED]
<b><i>LUM Distribution Services</i></b>	[REDACTED]
<b><i>Additional Services/Products</i></b>	<b>Fee %</b>
Non-Traditional Products, 3 <sup>rd</sup> party Non contract items, Hazardous Materials, Jan/San Products	[REDACTED]
<b>Fee Structure</b>	
<i>All Distribution Service Fees listed above are additive to the listed Base Payment Terms.</i>	

**PRIMARY COMMITMENT AGREEMENT**

**Attachment B**

**Group/Facility: University Medical Center of Southern Nevada**

**Date: September 19, 2023**

**List of Facilities Constituting Group\***

<b>Name</b>	<b>GPO ID</b>	<b>Address</b>	<b>Contact Person</b>
University Medical Center of Southern California	41486	1800 W. Charleston Blvd. Las Vegas, NV 89102	Director, Supply Chain Services, Materials Management / Central Supply / Mailroom/Courier

\*Group” shall be defined as an entity or segment of such entity that owns or controls at least five (5) Participants. In the event a Participant consists of several distinct entities, it may be divided into more than one Group so long as no single Group consists of less than five (5) Participants. However, (a) each distinct Participant may not belong to more than one Group, with each Participant being specifically identified in the Commitment Agreement; and (b) any designated representative signing the Commitment Agreement on behalf of each member of such Group must demonstrate the necessary authority to do so to the reasonable satisfaction of Distributor.

**PRIMARY COMMITMENT AGREEMENT**  
**Attachment C**

**Distributor:** Medline Industries, LP  
**Group:** University Medical Center of Southern Nevada  
**Date:** June 1, 2024

**1. Agreed Upon Delivery Days**

- X Monday
- X Tuesday
- X Wednesday
- X Thursday
- X Friday

**2. Agreed Upon Delivery Time – 6:00 AM**

**3. Business Review Schedule**

- Monthly
- X Quarterly
- Semi-Annual

**Attachment D  
Return Goods Policy**

**Authorization**

All returns must be authorized by Supplier prior to receipt. Product must be returned within ninety (90) days of purchase. Authorizations are valid for thirty (30) days. Return goods authorizations (RGAs) may be arranged either phoning Customer Service at 1-800-307-8386 or by contacting a Supplier sales representative. Unauthorized returns may be returned to Provider at Provider’s expense, destroyed by Supplier at Supplier’s discretion, or subject to additional charges without credit being issued to Provider. This policy applies to all Providers unless superseded by a separate written agreement that includes specific return goods terms and conditions.

**Return Procedure**

After obtaining an RGA, each return must include the following information:

- Provider’s name, address and account number.
- RGA number.
- Original purchase order (PO) number or original Supplier order number.
- Lot number and expiration dates where applicable.

**Return Policy**

Defective Products are returnable with prior authorization. Non-defective Products may be returned, provided Provider has obtained prior authorization from Supplier, if such Products are in salable condition and suitable for restocking. Freight and restocking may apply as noted in the Restocking Fee Scheduled listed below. Product must be returned within ninety (90) days of receipt.

**Restocking Fee Schedule**

<b>Return from Date of Invoice</b>	<b>Re-Stocking Fee Percentage</b>
0 – 30 Days	5.00% / \$25.00 minimum + Freight
31 – 60 Days	10.00% / \$25.00 minimum + Freight
61 – 90 Days	20.00% / \$25.00 minimum + Freight
Greater than 90 Days	Not returnable unless expressly approved prior to receipt – contact your Sales Representative for additional information.

For authorized returns to Provider’s primary branch returning via Medline’s MedTrans delivery vehicles, no freight charges will be assessed. Supplier will also waive any restocking fees for items that are regularly ordered items for the first three (3) months of this agreement to allow Provider time to complete a review of ordering and receiving processes to ensure product returns are minimized.

The following conditions will not be considered for return.

- Products purchased more than three (3) months prior to return request.

- Products considered hazardous materials.
- Special or custom Products made to Provider specifications or sold as non-returnable.
- Products returned in altered or damaged packaging, or in packaging other than original packaging.
- Refrigerated items.
- Packs broken, breached or damaged.
- Products in unsalable units of measure where product cannot be resold.
- Returns prohibited by state law\*.
- Products with less than 3 months shelf life remaining based on expiration dates.
- Third party vendor Products that require a vendor return authorization are subject to the vendor's return policy and applicable fees.
- Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned Products and is subject to the other terms of this policy.

\*Each state has individual Pharmacy laws, all returns are subject to approval of Medline Regulatory Affairs.

### **Damages or Shortages**

In an effort to minimize any delay in resolving a damage or shortage claim, Provider is required to count all receipts prior to Provider's acceptance of delivery from the carrier. All damages or shortages must be noted on the carrier's freight bill or bill of lading and be countersigned by the Provider. The damaged Products must remain in the original carton, in the event inspection is required by the transportation company. Provider must notify Supplier of any damages in transit or product shortages within two (2) business days of receipt, or Supplier shall have no obligation to process credit or arrange for Product replacement. Contact Customer Service at 1-800-MEDLINE or a Supplier sales representative to report damages or shortages.

### **Products Shipped in Error by Supplier**

Provider must notify Supplier of any shipping errors or disputes within two (2) business days of receipt. Products shipped in error by Supplier are freely returnable for full credit with no restocking fees, provided that such returns are made within thirty (30) days of receipt.

### **Defective Product**

Defective Product, properly noted damaged Product and returns that are the result of a Supplier error may be returned at Supplier's expense and for a full credit, subject to the other provisions of this policy.

# Attachment E Manufacturer Catalog Price List

Manufacturer	Mfg Catalog Number	Description	Device Category	Area Name	ReNewal Item	UM	CF	ReNewal Unit Price
ArthroCare	ASHA 3730-01	Ambient™ CoVac™ 70 IFS 3.0 mm 70° Suction 3.0mm	Ablation Electrodes	Surgery	ASHA3730RH	EA	1	\$
ArthroCare	ASHA 4250-01	Ambient™ Super TurboVac™ 90 3.75 mm 90° Suction IFS 3.75 mm	Ablation Electrodes	Surgery	ASHA4250RH	EA	1	\$
ArthroCare	EICA4835-01	Coblator II, ENT Reflex Ultra™ PTR w/ Integrated Cable (Blue)	Ablation Electrodes	Surgery	EICA4835ORH	EA	1	\$
ArthroCare	EICA4845-01	Coblator II, ENT Reflex Ultra 45 w/Integrated Cable, (Blue)	Ablation Electrodes	Surgery	EICA4845ORH	EA	1	\$
ArthroCare	EICAS5872-01	Coblator II Evac 70 Xtra Plasma Wand, w/Integrated Saline Line & Integrated Cable	Ablation Electrodes	Surgery	EICA5872ORH	EA	1	\$
ArthroCare	EICA8872-01	ENT Coblator II ProCise XP Wand, w/Integrated Cable, Suction & Saline, (Blue)	Ablation Electrodes	Surgery	EICA8872ORH	EA	1	\$
Stryker	N104A	Colorado MicrDissection Needle Electrode, Straight, (Red) 4cm	Ablation Electrodes	Surgery	N104ARRH	EA	1	\$
HoverTech	HM345PU	HoverMatt Patient Transfer Mattress 34 x 78	Air Transfer Mattresses	Patient Car	HM345PURH	EA	1	\$
HoverTech	HM345PU	HoverMatt Patient Transfer Mattress 34 x 78	Air Transfer Mattresses	Patient Car	HM345PURH	EA	1	\$
Xomed	18-82040HR	Inferior Turbinate Blade, M4 Rotatable, w/o Tubing, (White) 2.0mm	Arthro Shav & Abr - E	Surgery	1882040H1RH	EA	1	\$
Xomed	18-82040HR	Inferior Turbinate Blade, M4 Rotatable, w/o Tubing, (White) 2.0mm	Arthro Shav & Abr - E	Surgery	1882040H1RH	EA	1	\$
Xomed	18-83502HRE	Serrated Blade, M4 Rotatable Shaver, w/o Tubing, (White) 3.5mm	Arthro Shav & Abr - E	Surgery	1883502HRRH	EA	1	\$
Xomed	18-84004	Tricut Blade w/o Tubing, 11cm, (White) 4.0mm	Arthro Shav & Abr - E	Surgery	18840041RH	EA	1	\$
Xomed	18-84004	Tricut Blade w/o Tubing, 11cm, (White) 4.0mm	Arthro Shav & Abr - E	Surgery	18840041RH	EA	1	\$
Arthrex	AR-8400BC	CoolCut™ Bone Cutter (Blue/Orange) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400BCRH	EA	1	\$
Arthrex	AR-8400BC	CoolCut™ Bone Cutter (Blue/Orange) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400BCRH	EA	1	\$
Arthrex	AR-8400DC	CoolCut™ Double Cut (Blue/Grey) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400DCRH	EA	1	\$
Arthrex	AR-8400DC	CoolCut™ Double Cut (Blue/Grey) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400DCRH	EA	1	\$
Arthrex	AR-8400EX	CoolCut™ Excalibur (Blue/Beige) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400EXRH	EA	1	\$
Arthrex	AR-8400EX	CoolCut™ Excalibur (Blue/Beige) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400EXRH	EA	1	\$
Arthrex	AR-8400RB	CoolCut™ Round Burr (8 Flute) (Blue/Red) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400RBHR	EA	1	\$
Arthrex	AR-8400RB	CoolCut™ Round Burr (8 Flute) (Blue/Red) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400RBHR	EA	1	\$
Arthrex	AR-8400TD	CoolCut Torpedo (Blue/Lime) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400TDHR	EA	1	\$
Arthrex	AR-8400TD	CoolCut Torpedo (Blue/Lime) 4.0mm	Arthro Shavers & Abra	Surgery	AR8400TDHR	EA	1	\$
Stryker	375-544-000	Formula™ Aggressive Plus Cutter Large Hub, (Red/Blue) 4.0mm	Arthro Shavers & Abra	Surgery	375544000RH	EA	1	\$
Stryker	375-544-000	Formula™ Aggressive Plus Cutter Large Hub, (Red/Blue) 4.0mm	Arthro Shavers & Abra	Surgery	375544000RH	EA	1	\$
Stryker	375-628-000	Formula™ Aggressive Cutter, Small Joint, (Grey) 2.5mm	Arthro Shavers & Abra	Surgery	375628000RH	EA	1	\$
Stryker	375-628-000	Formula™ Aggressive Cutter, Small Joint, (Grey) 2.5mm	Arthro Shavers & Abra	Surgery	375628000RH	EA	1	\$
Stryker	375-951-012	Formula™ Barrel Bur, 12-Flute (Beige/Beige) 5.5mm	Arthro Shavers & Abra	Surgery	375951012RH	EA	1	\$
Stryker	375-951-012	Formula™ Barrel Bur, 12-Flute (Beige/Beige) 5.5mm	Arthro Shavers & Abra	Surgery	375951012RH	EA	1	\$
Stryker	375-951-100	Formula™ Barrel Bur, 6-Flute (Blue/Blue) 5.0mm	Arthro Shavers & Abra	Surgery	375951100RH	EA	1	\$
Stryker	375-951-100	Formula™ Barrel Bur, 6-Flute (Blue/Blue) 5.0mm	Arthro Shavers & Abra	Surgery	375951100RH	EA	1	\$
Stryker	375-951-112	Formula™ Barrel Bur, 12-Flute (Blue/Blue) 5.0mm	Arthro Shavers & Abra	Surgery	375951112RH	EA	1	\$
Stryker	375-951-112	Formula™ Barrel Bur, 12-Flute (Blue/Blue) 5.0mm	Arthro Shavers & Abra	Surgery	375951112RH	EA	1	\$
Acufex	012405	Universal Cannula, w/Obturator and Trocar (Blue) 5.0mm I.D. x 76mm	Class I Trocars & Ca	Surgery	012405RH	EA	1	\$
Acufex	012405	Universal Cannula, w/Obturator and Trocar (Blue) 5.0mm I.D. x 76mm	Class I Trocars & Ca	Surgery	012405RH	EA	1	\$
Arthrex	AR-6540	Twist In Cannula w/Obturator w/"No Squirt Cap", (Blue) 8.25mm I.D. x 9cm	Class I Trocars & Ca	Surgery	AR6540RH	EA	1	\$
Arthrex	AR-6540	Twist In Cannula w/Obturator w/"No Squirt Cap", (Blue) 8.25mm I.D. x 9cm	Class I Trocars & Ca	Surgery	AR6540RH	EA	1	\$
Arthrex	AR-6548	Low Profile Cannula 5mm I.D. x 7cm	Class I Trocars & Ca	Surgery	AR6548RH	EA	1	\$
Arthrex	AR-6548	Low Profile Cannula 5mm I.D. x 7cm	Class I Trocars & Ca	Surgery	AR6548RH	EA	1	\$
Arthrex	AR-6550	Instrument Cannula w/Obturator w/"No Squirt Cap", (Purple) 7.0mm I.D. X 7cm	Class I Trocars & Ca	Surgery	AR6550RH	EA	1	\$
Arthrex	AR-6550	Instrument Cannula w/Obturator w/"No Squirt Cap", (Purple) 7.0mm I.D. X 7cm	Class I Trocars & Ca	Surgery	AR6550RH	EA	1	\$
Arthrex	AR-6560	Crystal Cannula w/Obturator (Orange) 5.75mm I.D. X 7cm	Class I Trocars & Ca	Surgery	AR6560RH	EA	1	\$
Arthrex	AR-6560	Crystal Cannula w/Obturator (Orange) 5.75mm I.D. X 7cm	Class I Trocars & Ca	Surgery	AR6560RH	EA	1	\$
Arthrex	AR-6560F	Crystal Cannula, Flexible (Orange) 5.75mm x 7cm	Class I Trocars & Ca	Surgery	AR6560FRH	EA	1	\$
Arthrex	AR-6560F	Crystal Cannula, Flexible (Orange) 5.75mm x 7cm	Class I Trocars & Ca	Surgery	AR6560FRH	EA	1	\$
Arthrex	AR-6570	Twist-In Cannula w/Obturator, w/"No Squirt Cap", (Purple) 7.0mm I.D. x 7cm	Class I Trocars & Ca	Surgery	AR6570RH	EA	1	\$
Arthrex	AR-6570	Twist-In Cannula w/Obturator, w/"No Squirt Cap", (Purple) 7.0mm I.D. x 7cm	Class I Trocars & Ca	Surgery	AR6570RH	EA	1	\$
Arthrex	AR-6572	Gemini SR8 Cannula, Self Retaining Cannula System 8.0mm x 90mm	Class I Trocars & Ca	Surgery	AR6572RH	EA	1	\$
Arthrex	AR-6572	Gemini SR8 Cannula, Self Retaining Cannula System 8.0mm x 90mm	Class I Trocars & Ca	Surgery	AR6572RH	EA	1	\$
Arthrex	AR-6575-11	Partially Threaded Cannula, For Use w/ Reusable Obturator AR-6576-11 (Clear) 8.25mm x 11cm	Class I Trocars & Ca	Surgery	AR657511RH	EA	1	\$
Arthrex	AR-6575-11	Partially Threaded Cannula, For Use w/ Reusable Obturator AR-6576-11 (Clear) 8.25mm x 11cm	Class I Trocars & Ca	Surgery	AR657511RH	EA	1	\$
Arthrex	AR-6592-08-30	PassPort Button Cannula™ (Blue) 8mm ID x 3cm	Class I Trocars & Ca	Surgery	AR6592083RH	EA	1	\$
Arthrex	AR-6592-08-30	PassPort Button Cannula™ (Blue) 8mm ID x 3cm	Class I Trocars & Ca	Surgery	AR6592083RH	EA	1	\$
Arthrex	AR-6592-08-40	PassPort Button Cannula™ (Blue) 8mm ID x 4cm	Class I Trocars & Ca	Surgery	AR6592084RH	EA	1	\$
Arthrex	AR-6592-08-40	PassPort Button Cannula™ (Blue) 8mm ID x 4cm	Class I Trocars & Ca	Surgery	AR6592084RH	EA	1	\$
Arthrex	AR-6592-08-50	PassPort Button Cannula™ (Blue) 8mm ID x 5cm	Class I Trocars & Ca	Surgery	AR6592085RH	EA	1	\$
Arthrex	AR-6592-08-50	PassPort Button Cannula™ (Blue) 8mm ID x 5cm	Class I Trocars & Ca	Surgery	AR6592085RH	EA	1	\$
Ethicon	23NB5	ENDOPATH™ Bladeless Trocar w/Smooth Sleeve, Non-Optical, 65mm Length, (Green) 2/3mm	Class II Trocars & C	Surgery	23NB5RH	EA	1	\$
Ethicon	23NB5	ENDOPATH™ Bladeless Trocar w/Smooth Sleeve, Non-Optical, 65mm Length, (Green) 2/3mm	Class II Trocars & C	Surgery	23NB5RH	EA	1	\$
Ethicon	B11LT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, (Teal) 11mm x 100mm	Class II Trocars & C	Surgery	B11LTRH	EA	1	\$
Ethicon	B11LT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, (Teal) 11mm x 100mm	Class II Trocars & C	Surgery	B11LTRH	EA	1	\$
Ethicon	B12LT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve 12mm x 100mm	Class II Trocars & C	Surgery	B12LTRH	EA	1	\$
Ethicon	B12LT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve 12mm x 100mm	Class II Trocars & C	Surgery	B12LTRH	EA	1	\$
Ethicon	B12XT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve 12mm x 150mm	Class II Trocars & C	Surgery	B12XTRH	EA	1	\$
Ethicon	B12XT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve 12mm x 150mm	Class II Trocars & C	Surgery	B12XTRH	EA	1	\$
Ethicon	B15LT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, (Teal) 15mm x 100mm	Class II Trocars & C	Surgery	B15LTRH	EA	1	\$
Ethicon	B15LT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, (Teal) 15mm x 100mm	Class II Trocars & C	Surgery	B15LTRH	EA	1	\$
Ethicon	BSLT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, 100mm Length 5.0mm	Class II Trocars & C	Surgery	BSLTRH	EA	1	\$
Ethicon	BSLT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, 100mm Length 5.0mm	Class II Trocars & C	Surgery	BSLTRH	EA	1	\$
Ethicon	BS5T	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, 75mm Length, (Teal) 5.0mm	Class II Trocars & C	Surgery	BS5TRH	EA	1	\$
Ethicon	BS5T	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, 75mm Length, (Teal) 5.0mm	Class II Trocars & C	Surgery	BS5TRH	EA	1	\$
Ethicon	BSXT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve 5.0mm x 150mm	Class II Trocars & C	Surgery	BSXTRH	EA	1	\$
Ethicon	BSXT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve 5.0mm x 150mm	Class II Trocars & C	Surgery	BSXTRH	EA	1	\$
Ethicon	BSLT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, (Teal) 8.0mm x 100mm	Class II Trocars & C	Surgery	BSLTRH	EA	1	\$
Ethicon	BSLT	ENDOPATH™ Xcel™ Bladeless Trocar, w/Stability Sleeve, (Teal) 8.0mm x 100mm	Class II Trocars & C	Surgery	BSLTRH	EA	1	\$
Ethicon	CB5LT	ENDOPATH™ Xcel™ Integrated Stability Trocar Sleeve 5.0mm x 100mm	Class II Trocars & C	Surgery	CB5LTRH	EA	1	\$
Ethicon	CB5LT	ENDOPATH™ Xcel™ Integrated Stability Trocar Sleeve 5.0mm x 100mm	Class II Trocars & C	Surgery	CB5LTRH	EA	1	\$
Ethicon	CB5ST	ENDOPATH™ Xcel™ Integrated Stability Trocar Sleeve 5.0mm x 75mm	Class II Trocars & C	Surgery	CB5STRH	EA	1	\$
Ethicon	CB5ST	ENDOPATH™ Xcel™ Integrated Stability Trocar Sleeve 5.0mm x 75mm	Class II Trocars & C	Surgery	CB5STRH	EA	1	\$
Ethicon	H12LP	ENDOPATH™ Xcel™ Blunt Tip Trocar, w/Smooth Sleeve & Adjustable Plug, (Purple) 12mm x 100mm	Class II Trocars & C	Surgery	H12LPRH	EA	1	\$
Ethicon	H12LP	ENDOPATH™ Xcel™ Blunt Tip Trocar, w/Smooth Sleeve & Adjustable Plug, (Purple) 12mm x 100mm	Class II Trocars & C	Surgery	H12LPRH	EA	1	\$
VasoPress	VP 501L	DVT Calf Garment, For Calf sizes Up To 24", (Blue) Large	Compression Sleeves	Patient Car	VP501LRH	PR	1	\$
VasoPress	VP 501L	DVT Calf Garment, For Calf sizes Up To 24", (Blue) Large	Compression Sleeves	Patient Car	VP501LRH	PR	1	\$
VasoPress	VP 501M	DVT Calf Garment, (Blue) Medium	Compression Sleeves	Patient Car	VP501MRH	PR	1	\$
VasoPress	VP 501M	DVT Calf Garment, (Blue) Medium	Compression Sleeves	Patient Car	VP501MRH	PR	1	\$
Covidien	33103	Kendall™ DL Disposable 3 Lead System	ECG Leads	Patient Car	33103RH	EA	1	\$
Covidien	33103	Kendall™ DL Disposable 3 Lead System	ECG Leads	Patient Car	33103RH	EA	1	\$
Covidien	33135T	Disposable Lead Wire 5-Grabber Dual Connect Cable and Lead Wire System	ECG Leads	Patient Car	33135TRH	EA	1	\$
Covidien	33135T	Disposable Lead Wire 5-Grabber Dual Connect Cable and Lead Wire System	ECG Leads	Patient Car	33135TRH	EA	1	\$
Biosense Webster	CB3412CT	Carto 3 Cable For DX Catheter (Blue)	Electrophysiology	EP	CB3412CTRH	EA	1	\$
Biosense Webster	CB3412CT	Carto 3 Cable For DX Catheter (Blue)	Electrophysiology	EP	CB3412CTRH	EA	1	\$
Biosense Webster	CB3434CT	Cables for ThermoCool SMARTTOUCH Catheters 34 pin red at Cath, 34 pin red at PIU 3M	Electrophysiology	EP	CB3434CTRH	EA	1	\$
Biosense Webster	CB3434CT	EP Catheter Cable, for THERMOCOOL SMARTTOUCH Catheter, 34-Pin Black to 34-Pin Red	Electrophysiology	EP	CB3434CTRH	EA	1	\$
Biosense Webster	CB3434CT	EP Catheter Cable, for THERMOCOOL SMARTTOUCH Catheter, 34-Pin Black to 34-Pin Red	Electrophysiology	EP	CB3434CTRH	EA	1	\$
Biosense Webster	CY1210CT	Catheter to CARTO Sys PIU Yellow	Electrophysiology	EP	CY1210CTRH	EA	1	\$
Biosense Webster	CY1212CT	Reusable Carto® 3 Cable, For DX Cathrther (Yellow)	Electrophysiology	EP	CY1212CTRH	EA	1	\$
Biosense Webster	CY1212CT	Reusable Carto® 3 Cable, For DX Cathrther (Yellow)	Electrophysiology	EP	CY1212CTRH	EA	1	\$
Biosense Webster	D134401	Reusable Carto™ 3 System eco Interface Cable (Blue)	Electrophysiology	EP	D134401RH	EA	1	\$
Biosense Webster	D134401	Reusable Carto™ 3 System eco Interface Cable (Blue)	Electrophysiology	EP	D134401RH	EA	1	\$
Biosense Webster	F4QF005RT	Diagnostic EP Catheter, Fixed, F Curve 4 Electrodes, 5mm Spacing, (Light Blue/Grey) 4Fr x 100cm	Electrophysiology	EP	F4QF005RTRH	EA	1	\$
Biosense Webster	R7D282CT	DecaNav Catheter, Ten Electrode D Curve 7Fr x 115cm	Electrophysiology	EP	R7D282CTRH	EA	1	\$
Biosense Webster	R7F282CT	DecaNav Catheter, Ten Electrode F Curve 7Fr x 115cm	Electrophysiology	EP	R7F282CTRH	EA	1	\$
Boston Scientific	200088P	EP Catheter Cable, Easy-Mate, 4-Pin, 125cm	Electrophysiology	EP	200088PRH	EA	1	\$
Medtronic	ZACHC	Achieve Catheter Connecting Cable	Electrophysiology	EP	ZACHCRH	EA	1	\$
St. Jude Medical	401581	Diagnostic EP Catheter, Steerable, Med Sweep 8 Electrodes, 2.5-2mm Spacing, (Black/Grey) 7Fr x 115cm	Electrophysiology	EP	401581RH	EA	1	\$
St. Jude Medical	401904	Diagnostic EP Catheter, Steerable, Super Larg 20 Electrodes, 2-10-2mm Spacing, (Black/Grey) 7Fr x 95cm	Electrophysiology	EP	401904RH	EA	1	\$



St. Jude Medical	401972	Catheter Cable Hex/Oct/Decapolar Black Response Series Catheters 150CM	Electrophysiology	EP	401972RH	EA	1	\$	
St. Jude Medical	401977	Catheter Cable Hex/Oct/Decapolar Red Response Series Catheters 150CM	Electrophysiology	EP	401977RH	EA	1	\$	
St. Jude Medical	401980	Catheter Cable Bipolar and Quadripolar Black Supreme Series Catheters 150CM	Electrophysiology	EP	401980RH	EA	1	\$	
St. Jude Medical	401981	Catheter Cable Bipolar and Quadripolar Blue Supreme Series Catheters 150CM	Electrophysiology	EP	401981RH	EA	1	\$	
St. Jude Medical	401983	Catheter Cable Bipolar and Quadripolar Red Supreme Series Catheters 150CM	Electrophysiology	EP	401983RH	EA	1	\$	
St. Jude Medical	402004	Diagnostic EP Catheter, Fixed CRD-2 Curve, Sul 4 Electrodes, 5mm Spacing, (Black/Grey) 6Fr x 120cm	Electrophysiology	EP	402004RH	EA	1	\$	
St. Jude Medical	408310	Aglilis NxT Steerable Introducer 22.4mm Cur Dimension 8.5Fr x 71cm	Electrophysiology	EP	408310RH	EA	1	\$	
St. Jude Medical	DAVSECBLL2	Sensor Enabled Catheter Interface Cable	Electrophysiology	EP	AVSECBLL2RH	EA	1	\$	
Medtronic	2ACH25	Achieve Advance Mapping Catheter, 25mm	EP Mapping Non-Sensor	EP	2ACH25RH	EA	1	\$	
St. Jude Medical	D087031	ViewFlex Xtra ICE Catheter For ViewMate Ultrasound Console	EP Mapping Non-Sensor	EP	D087031RH	EA	1	\$	
Biosense Webster	10439072	Soundstar eco Ultrasound Catheter 10F Shaft 90cm GE Compatible	EP Mapping Sensor Enabled	EP	10439072RH	EA	1	\$	
Biosense Webster	10439236	Soundstar eco Ultrasound Catheter 8F Shaft 90cm GE Compatible	EP Mapping Sensor Enabled	EP	10439236RH	EA	1	\$	
Biosense Webster	D128208	PENTARAY NAV eco Catheter F Curve, 22 Electrodes 115cm	EP Mapping Sensor Enabled	EP	D128208RH	EA	1	\$	
Smith & Nephew	7106-2350	JET-X Bar 10.5mm x 350mm	External Fixation	Surgery	71062350RH	EA	1	\$	
Smith & Nephew	7106-2400	JET-X Bar 10.5mm x 400mm	External Fixation	Surgery	71062400RH	EA	1	\$	
Smith & Nephew	7106-7372	JET-X Quick Clamp MR Safe 10.5mm to 5mm	External Fixation	Surgery	71067372RH	EA	1	\$	
Smith & Nephew	7106-7374	JET-X Quick Clamp MR Safe 10.5mm to 10.5mm	External Fixation	Surgery	71067374RH	EA	1	\$	
Stryker	4921-1-010	Hoffmann II MRI, For 8mm Rods or Posts, Rod To Rod Coupling, (Green)	External Fixation	Surgery	49211010RH	EA	1	\$	
Stryker	4921-1-020	Pin to Rod Coupling MR Safe 4-5mm Pins/8mm Rods or Posts	External Fixation	Surgery	49211020RH	EA	1	\$	
Stryker	4921-1-030	Hoffmann II MRI, For 8mm Rods or Posts, Inverted Pin To Rod Coupling, (Green)	External Fixation	Surgery	49211030RH	EA	1	\$	
Stryker	4921-2-020	Hoffmann II MRI 5-Hole Pin Clamp For 04,05, And 06 Pins (Green)	External Fixation	Surgery	49212020RH	EA	1	\$	
Stryker	4921-2-060	10-Hole Pin Clamp MR Safe	External Fixation	Surgery	49212060RH	EA	1	\$	
Stryker	4921-2-140	Hoffmann II MRI 30° Angled Post 8mm	External Fixation	Surgery	49212140RH	EA	1	\$	
Stryker	4922-1-010	Rod to Rod Coupling MR Safe 5/8/11mm Rods, 5mm Apex Pins	External Fixation	Surgery	49221010RH	EA	1	\$	
Stryker	4922-1-020	Pin to Rod Coupling MR Safe 5/8/11mm Rods, 4/5/6mm Apex Pins	External Fixation	Surgery	49221020RH	EA	1	\$	
Stryker	4922-1-030	Pin to Rod Coupling, Inverted MR Safe 5/8/11mm Rods, 4/5/6mm Apex Pins	External Fixation	Surgery	49221030RH	EA	1	\$	
Stryker	4922-2-240	5-Hole Pin Clamp w/Two 11mm 30° Angled Posts MR Safe	External Fixation	Surgery	49222040RH	EA	1	\$	
Stryker	4922-8-150	11mm MRI Carbon Connecting Rod MR Safe 150mm	External Fixation	Surgery	49228150RH	EA	1	\$	
Stryker	4922-8-300	11mm MRI Carbon Connecting Rod MR Safe 300mm	External Fixation	Surgery	49228300RH	EA	1	\$	
Stryker	4922-8-350	11mm MRI Carbon Connecting Rod MR Safe 350mm	External Fixation	Surgery	49228350RH	EA	1	\$	
Stryker	5028-8-150	MRI Carbon Connecting Rod MR Safe 150mm	External Fixation	Surgery	50288150RH	EA	1	\$	
Stryker	5028-8-250	Hoffmann II MRI Rods (Yellow) 8mm x 250mm	External Fixation	Surgery	50288250RH	EA	1	\$	
Stryker	5028-8-300	MRI Carbon Connecting Rod MR Safe 300mm	External Fixation	Surgery	50288300RH	EA	1	\$	
Stryker	5028-8-350	Hoffmann II MRI Rods (Yellow) 8mm x 350mm	External Fixation	Surgery	50288350RH	EA	1	\$	
Stryker	5028-8-400	Hoffmann II MRI Rods (Yellow) 8mm x 400mm	External Fixation	Surgery	50288400RH	EA	1	\$	
Stryker	5028-8-450	MRI Carbon Connecting Rod MR Safe 450mm	External Fixation	Surgery	50288450RH	EA	1	\$	
Stryker	5028-8-500	MRI Carbon Connecting Rod MR Safe 500mm	External Fixation	Surgery	50288500RH	EA	1	\$	
Synthes	03.311.058	Schanz Screw Bolt, Cannulated Ring Mount MR Safe	External Fixation	Surgery	03311058RH	EA	1	\$	
Synthes	03.311.081	Spacing Washer 1.0mm	External Fixation	Surgery	03311081RH	EA	1	\$	
Synthes	03.311.082	Spacing Washer 2.0mm	External Fixation	Surgery	03311082RH	EA	1	\$	
Synthes	03.311.084	Spacing Washer 4.0mm	External Fixation	Surgery	03311084RH	EA	1	\$	
Synthes	03.311.230	Standoff MR Safe 30mm	External Fixation	Surgery	03311230RH	EA	1	\$	
Synthes	390.002	Large Multi-Pin Clamp, 6 Position	External Fixation	Surgery	390002RH	EA	1	\$	
Synthes	390.003	Rod Attachment for Large Multi-Pin Clamp, MR Safe	External Fixation	Surgery	390003RH	EA	1	\$	
Synthes	390.004	Large Multi-Pin Clamp, 4 Position	External Fixation	Surgery	390004RH	EA	1	\$	
Synthes	390.005	Large Combination Clamp, MR Safe	External Fixation	Surgery	390005RH	EA	1	\$	
Synthes	390.007	Tube-to-Tube Clamp MR Safe	External Fixation	Surgery	390007RH	EA	1	\$	
Synthes	390.008	Large Open Adjustable Clamp MR Safe	External Fixation	Surgery	390008RH	EA	1	\$	
Synthes	390.010	Large Pin Clamp, 6 position	External Fixation	Surgery	390010RH	EA	1	\$	
Synthes	390.011	Straight Outrigger Post MR Safe 11mm	External Fixation	Surgery	390011RH	EA	1	\$	
Synthes	390.012	30 Deg Outrigger Post 11mm	External Fixation	Surgery	390012RH	EA	1	\$	
Synthes	390.051	Distal Radius Fixator, MR Safe, Adjustable Clamp 4.0mm	External Fixation	Surgery	390051RH	EA	1	\$	
Synthes	393.64	Adjustable Clamp	External Fixation	Surgery	39364RH	EA	1	\$	
Synthes	394.055	Elbow Hinge Fixator	External Fixation	Surgery	394055RH	EA	1	\$	
Synthes	394.792	Carbon Fiber Rod, Curved 90° Angle, 382mm Span 11mm	External Fixation	Surgery	394792RH	EA	1	\$	
Synthes	394.80	Carbon Fiber Rod 11mm x 100mm	External Fixation	Surgery	39480RH	EA	1	\$	
Synthes	394.82	Carbon Fiber Rod 11mm x 150mm	External Fixation	Surgery	39482RH	EA	1	\$	
Synthes	394.83	Carbon Fiber Rod 11.0mm x 200mm	External Fixation	Surgery	39483RH	EA	1	\$	
Synthes	394.84	Carbon Fiber Rod 11mm x 250mm	External Fixation	Surgery	39484RH	EA	1	\$	
Synthes	394.85	Carbon Fiber Rod 11mm x 300mm	External Fixation	Surgery	39485RH	EA	1	\$	
Synthes	394.86	Carbon Fiber Rod 11mm x 350mm	External Fixation	Surgery	39486RH	EA	1	\$	
Synthes	394.87	Carbon Fiber Rod 11.0mm x 400mm	External Fixation	Surgery	39487RH	EA	1	\$	
Synthes	394.89	Carbon Fiber Rod 11mm x 500mm	External Fixation	Surgery	39489RH	EA	1	\$	
Synthes	394.90	Carbon Fiber Rod 11mm x 550mm	External Fixation	Surgery	39490RH	EA	1	\$	
Synthes	394.91	Carbon Fiber Rod 11mm x 600mm	External Fixation	Surgery	39491RH	EA	1	\$	
Synthes	394.92	Carbon Fiber Rod 11mm x 650mm	External Fixation	Surgery	39492RH	EA	1	\$	
Synthes	395.786	Carbon Fiber Rod, (Black) 8.0mm x 240mm	External Fixation	Surgery	395786RH	EA	1	\$	
Jarit Instruments	103-258	CARB-EDGE Scissors, Jarit-Vanguard Metzbaum, Curved, (Gold) 7"	General Surgery	Surgery	103258RH	EA	1	\$	
Lone Star Medical	3304G	GEN II Retractor Ring (Blue) 31.8cm x 18.3cm	General Surgery	Surgery	3304GRH	EA	1	\$	
Ethicon	HAR23M	Harmonic ACE+ Shears w/o Adaptive Tissue Technology 23cm	Harmonic Scalpels	Surgery	HAR23MRH	EA	1	\$	
Ethicon	HAR23M	Harmonic ACE+ Shears w/o Adaptive Tissue Technology 23cm	Harmonic Scalpels	Surgery	HAR23MR	CS	6	\$	
Ethicon	HAR9FM	Harmonic FOCUS+ Shears, w/o Adaptive Tissue Technology, Use w/Blue Handpiece 9cm	Harmonic Scalpels	Surgery	HAR9FMRH	EA	1	\$	
Ethicon	HAR9FM	Harmonic FOCUS+ Shears, w/o Adaptive Tissue Technology, Use w/Blue Handpiece 9cm	Harmonic Scalpels	Surgery	HAR9FMR	CS	6	\$	
Ethicon	HARH23	HARMONIC ACE+ 7 5mm Diameter Shears 23cm length with Advanced Hemostasis 5mm x 23cm	Harmonic Scalpels	Surgery	HARH23RH	EA	1	\$	
Ethicon	HARH23	HARMONIC ACE+ 7 5mm Diameter Shears 23cm length with Advanced Hemostasis 5mm x 23cm	Harmonic Scalpels	Surgery	HARH23R	CS	6	\$	
Ethicon	HARH36	HARMONIC ACE+ 7 Laparoscopic 5mm Diameter Shears 36cm length with Advanced Hemostasis 5mm x 36cm	Harmonic Scalpels	Surgery	HARH36RH	EA	1	\$	
Ethicon	HARH36	HARMONIC ACE+ 7 Laparoscopic 5mm Diameter Shears 36cm length with Advanced Hemostasis 5mm x 36cm	Harmonic Scalpels	Surgery	HARH36R	CS	6	\$	
AutoSuture	173016	ENDO STITCH™ 10 mm Suture Device 10mm	Laparoscopic Hand In	Surgery	173016RH	EA	1	\$	
AutoSuture	173016	ENDO STITCH™ 10 mm Suture Device 10mm	Laparoscopic Hand In	Surgery	173016R	CS	3	\$	
Ethicon	SDCS	ENDOPATH, Endoscopic Instrument Curved Scissors w/Monopolar Cautery 5 mm	Laparoscopic Hand In	Surgery	SDCSRH	EA	1	\$	
Ethicon	SDCS	ENDOPATH, Endoscopic Instrument Curved Scissors w/Monopolar Cautery 5 mm	Laparoscopic Hand In	Surgery	SDCSR	CS	6	\$	
Verathon	0270-0428	Glidescope AVL Laryngoscope GVL 1	Laryngoscope Blades	Surgery	2700428RH	EA	1	\$	
Verathon	0270-0428	Glidescope AVL Laryngoscope GVL 1	Laryngoscope Blades	Surgery	2700428R	CS	10	\$	
Verathon	0270-0876	Glidescope Spectrum LoPro 1	Laryngoscope Blades	Surgery	2700876RH	EA	1	\$	
Verathon	0270-0876	Glidescope Spectrum LoPro 1	Laryngoscope Blades	Surgery	2700876R	CS	10	\$	
Verathon	0270-0877	Glidescope Spectrum LoPro 2	Laryngoscope Blades	Surgery	2700877RH	EA	1	\$	
Verathon	0270-0877	Glidescope Spectrum LoPro 2	Laryngoscope Blades	Surgery	2700877R	CS	10	\$	
Verathon	0270-0932	Glidescope Spectrum Laryngoscope DVM 53	Laryngoscope Blades	Surgery	2700932RH	EA	1	\$	
Verathon	0270-0932	Glidescope Spectrum Laryngoscope DVM 53	Laryngoscope Blades	Surgery	2700932R	CS	10	\$	
Verathon	0270-0933	Glidescope Spectrum Laryngoscope DVM 54	Laryngoscope Blades	Surgery	2700933RH	EA	1	\$	
Verathon	0270-0933	Glidescope Spectrum Laryngoscope DVM 54	Laryngoscope Blades	Surgery	2700933R	CS	10	\$	
Verathon	0270-0938	Glidescope Spectrum Laryngoscope LoPro 53	Laryngoscope Blades	Surgery	2700938RH	EA	1	\$	
Verathon	0270-0938	Glidescope Spectrum Laryngoscope LoPro 53	Laryngoscope Blades	Surgery	2700938R	CS	10	\$	
Verathon	0270-0939	Glidescope Spectrum Laryngoscope LoPro 54	Laryngoscope Blades	Surgery	2700939RH	EA	1	\$	
Verathon	0270-0939	Glidescope Spectrum Laryngoscope LoPro 54	Laryngoscope Blades	Surgery	2700939R	CS	10	\$	
Covidien	LF1212AC	LigaSure™ Small Jaw Instrument (Purple/White) 18.8 cm	Ligasures	Surgery	LF1212ACRH	EA	1	\$	
Covidien	LF1212AC	LigaSure™ Small Jaw Instrument (Purple/White) 18.8 cm	Ligasures	Surgery	LF1212ACR	CS	6	\$	
Covidien	LF1837C	Ligasure Blunt Tip, Sealer/Divider, Nano-Coated 37cm	Ligasures	Surgery	LF1837CRH	EA	1	\$	
Covidien	LF1837C	Ligasure Blunt Tip, Sealer/Divider, Nano-Coated 37cm	Ligasures	Surgery	LF1837CR	CS	6	\$	
Covidien	LF1937C	Ligasure Maryland Laparoscopic Sealer/Divider Nano Coated 37cm	Ligasures	Surgery	LF1937CRH	EA	1	\$	
Covidien	LF1937C	Ligasure Maryland Laparoscopic Sealer/Divider Nano Coated 37cm	Ligasures	Surgery	LF1937CR	CS	6	\$	
Covidien	LF4418C	Ligasure Impact, Sealer/Divider Nano-Coated 18cm	Ligasures	Surgery	LF4418CRH	EA	1	\$	
Covidien	LF4418C	Ligasure Impact, Sealer/Divider Nano-Coated 18cm	Ligasures	Surgery	LF4418CR	CS	6	\$	
Stryker	0702-020-000	Neptune 2/3 Four Port Manifold	Manifolds	Surgery	N2FOURPORTRH	EA	1	\$	
Stryker	0702-020-000	Neptune 2/3 Four Port Manifold	Manifolds	Surgery	N2FOURPORTR	CS	40	\$	
Acumed	80-0100	Acutrak 2® Long Drill	Ortho Manual Surg In	Surgery	800100RH	EA	1	\$	
Acumed	80-0318	Acu-Loc® Drill (Brown/Blue) 2.0mm	Ortho Manual Surg In	Surgery	800318RH	EA	1	\$	
Acumed	80-0387	Acu-Loc® Drill (Green/Black) 2.8mm	Ortho Manual Surg In	Surgery	800387RH	EA	1	\$	
Acumed	80-0627	2.3mm Drill 2.3mm	Ortho Manual Surg In	Surgery	800627RH	EA	1	\$	

Acumed	AT2-1509	Acutrak 2 <sup>®</sup> Micro Profile Drill	Ortho Manual Surg In	Surgery	AT21509RH	EA	1	\$	
Acumed	AT2-L2515	Acutrak 2 <sup>®</sup> Standard Long Drill	Ortho Manual Surg In	Surgery	AT2L2515RH	EA	1	\$	
Acumed	AT2M-L1813	Acutrak 2 Mini Long Drill	Ortho Manual Surg In	Surgery	AT2ML1813RH	EA	1	\$	
Acumed	HT-0915	Acutrak 2 <sup>®</sup> Micro Hex Driver 1.5mm	Ortho Manual Surg In	Surgery	HT0915RH	EA	1	\$	
Acumed	MS-DC28	Drill Bit, Quick Release 2.8mm	Ortho Manual Surg In	Surgery	MSDC28RH	EA	1	\$	
Acumed	MS-DC35	Drill Bit, Quick Release (Gold) 3.5mm	Ortho Manual Surg In	Surgery	MSDC35RH	EA	1	\$	
Arthrex	AR-1405.5	Cannulated Headed Reamer 5.5mm	Ortho Manual Surg In	Surgery	AR14055RH	EA	1	\$	
Arthrex	AR-1406LP	Low Profile Reamer 6.0mm	Ortho Manual Surg In	Surgery	AR1406LPRH	EA	1	\$	
Arthrex	AR-1407LP	Low Profile Reamer 7.0mm	Ortho Manual Surg In	Surgery	AR1407LPRH	EA	1	\$	
Arthrex	AR-1407LP-50	Low Profile Reamer 7.5mm	Ortho Manual Surg In	Surgery	AR1407LPSRH	EA	1	\$	
Arthrex	AR-1408LP	Low Profile Reamer 8mm	Ortho Manual Surg In	Surgery	AR1408LPRH	EA	1	\$	
Arthrex	AR-1408LP-50	Low Profile Reamer 8.5mm	Ortho Manual Surg In	Surgery	AR1408LPSRH	EA	1	\$	
Arthrex	AR-1409LP	Low Profile Reamer 9mm	Ortho Manual Surg In	Surgery	AR1409LPRH	EA	1	\$	
Arthrex	AR-1409LP-50	Low Profile Reamer 9.5mm	Ortho Manual Surg In	Surgery	AR1409LPSRH	EA	1	\$	
Arthrex	AR-1410	Cannulated Headed Reamer 10mm	Ortho Manual Surg In	Surgery	AR1410RH	EA	1	\$	
Arthrex	AR-1410LP-50	Low Profile Reamer 10.5mm	Ortho Manual Surg In	Surgery	AR1410LPSRH	EA	1	\$	
Arthrex	AR-1411LP	Cannulated Headed Reamer, Low Profile 11mm	Ortho Manual Surg In	Surgery	AR1411LPRH	EA	1	\$	
Arthrex	AR-300-450S	Latarjet 300 Sawblade, Angled	Ortho Manual Surg In	Surgery	AR300450SRH	EA	1	\$	
Arthrex	AR-4160-24	Drill Bit 2.4mm	Ortho Manual Surg In	Surgery	AR416024RH	EA	1	\$	
Arthrex	AR-4160-35	Drill Bit 3.5mm	Ortho Manual Surg In	Surgery	AR416035RH	EA	1	\$	
Arthrex	AR-8737-09	Cannulated Drill Bit 2.5mm	Ortho Manual Surg In	Surgery	AR873709RH	EA	1	\$	
Arthrex	AR-8916-06	Drill Bit, Calibrated 2.5mm	Ortho Manual Surg In	Surgery	AR891606RH	EA	1	\$	
Arthrex	AR-8916-14	Drill Bit 1.7mm	Ortho Manual Surg In	Surgery	AR891614RH	EA	1	\$	
Arthrex	AR-8943-02	Drill Bit, cannulated, 2.6 mm (black) 160 mm	Ortho Manual Surg In	Surgery	AR894302RH	EA	1	\$	
Arthrex	AR-8943-16	Drill Bit, Graduated, (Gold) 2mm	Ortho Manual Surg In	Surgery	AR894316RH	EA	1	\$	
Arthrex	AR-8943-30	Drill Bit, (Black,Yellow) 2.5mm	Ortho Manual Surg In	Surgery	AR894330RH	EA	1	\$	
Arthrex	AR-8943-42	Drill Bit (Black, Yellow) 2.5mm	Ortho Manual Surg In	Surgery	AR894342RH	EA	1	\$	
Biomet	405889	Drill Bit, Peripheral Screw 2.7mm	Ortho Manual Surg In	Surgery	405889RH	EA	1	\$	
Brasseler USA	KM-275R	Reciprocating Saw Blades, Large Bone For Stryker System .64mm x 12.5 x 70mm	Ortho Manual Surg In	Surgery	KM275RH	EA	1	\$	
Brasseler USA	KM-325R	Reciprocating Saw Blades, Large Bone For Stryker System .84mm x 11.2mm x 77.5mm	Ortho Manual Surg In	Surgery	KM325RH	EA	1	\$	
Depuy	FDB 2.0	Fast Cutting Drill Bit 2.0mm	Ortho Manual Surg In	Surgery	FDB20RH	EA	1	\$	
Hand Innovations	DB-2.5	Drill Bit, Quick Coupling (Gold) 2.5mm	Ortho Manual Surg In	Surgery	DB25RH	EA	1	\$	
KLS	25-449-05	Twist Drill Bit - Stryker Type w/5.0mm Depth Stop, (Red) 1.5mm x 50mm	Ortho Manual Surg In	Surgery	2544905RH	EA	1	\$	
KLS	25-449-16-91	Twist Drill, J-Notch w/20mm Stop 1.5mm x 50mm	Ortho Manual Surg In	Surgery	254491691RH	EA	1	\$	
Komet	KM3-105	COMMAND II Oscillating and Sagittal Saw Blade 18.5mm x 9.0mm x 0.38mm	Ortho Manual Surg In	Surgery	KM3105RH	EA	1	\$	
Komet	KM3-111	Oscillating/Sagittal Saw Blade 25mm x 9.0mm x 0.38mm	Ortho Manual Surg In	Surgery	KM3111RH	EA	1	\$	
Komet	KM3-412	COMMAND II Oscillating and Sagittal Saw Blade 18mm x 5.5mm x .38mm	Ortho Manual Surg In	Surgery	KM3412RH	EA	1	\$	
Smith & Nephew	7163-1121	Long Pilot Drill, AO Fitting 4.0mm	Ortho Manual Surg In	Surgery	71631121RH	EA	1	\$	
Smith & Nephew	7163-1123	Short Pilot Drill, AO Fitting 4.0mm	Ortho Manual Surg In	Surgery	71631123RH	EA	1	\$	
Stryker	1320-3042	Drill Bit, AO Fitting, (Green) 4.2mm x 300mm	Ortho Manual Surg In	Surgery	13203042RH	EA	1	\$	
Stryker	1607-2-107	Micro Bur, Tapered Side Cutting, 6-Flute, Head Length: 5.1mm, Exposure: 19.1mm, Carbide 1.6mm x 44.8mm	Ortho Manual Surg In	Surgery	16072107RH	EA	1	\$	
Stryker	1608-2-1	Stainless Steel Barrel Bur 14 Flutes 6.1mm x 54.0mm	Ortho Manual Surg In	Surgery	160821RH	EA	1	\$	
Stryker	1608-2-43	Lindemann Drill 2.2mm x 66.7mm	Ortho Manual Surg In	Surgery	1608243RH	EA	1	\$	
Stryker	1806-3540	Drill Bit, AO (Orange) 3.5mm x 230mm	Ortho Manual Surg In	Surgery	18063540RH	EA	1	\$	
Stryker	1806-3550	Drill Bit, AO (Orange) 3.5mm x 130mm	Ortho Manual Surg In	Surgery	18063550RH	EA	1	\$	
Stryker	1806-4250	Femur/Tibia Drill, AO 4.2mm x 260mm	Ortho Manual Surg In	Surgery	18064250RH	EA	1	\$	
Stryker	1806-4260	Femur/Tibia Drill (Green) 4.2mm x 340mm	Ortho Manual Surg In	Surgery	18064260RH	EA	1	\$	
Stryker	1806-4270	Femur/Tibia Drill 4.2mm x 180mm	Ortho Manual Surg In	Surgery	18064270RH	EA	1	\$	
Stryker	1806-4280	Drill 4.2 x 130 mm, AO 4.2mm x 130mm	Ortho Manual Surg In	Surgery	18064280RH	EA	1	\$	
Stryker	2108-158	Sagittal Saw Blade 12.5mm x 1.27mm x 81.5mm	Ortho Manual Surg In	Surgery	2108158RH	EA	1	\$	
Stryker	2296-3-114	Small Oscillating Saw Blade 7mm x 18.5mm x 0.38mm	Ortho Manual Surg In	Surgery	22963114RH	EA	1	\$	
Stryker	2296-3-125	Small Oscillating Blade 9.0mm x 31.0mm x .4mm	Ortho Manual Surg In	Surgery	22963125RH	EA	1	\$	
Stryker	2296-3-206	Small Oscillating Saw Blade 12mm x 34.5mm x 0.4mm	Ortho Manual Surg In	Surgery	22963206RH	EA	1	\$	
Stryker	277-10-216	Cross Cut Fissure, Micro, 6-Flute, Head Length: 4mm, Exposure: 18.6mm, Carbide 1.6mm x 44.5mm	Ortho Manual Surg In	Surgery	27710216RH	EA	1	\$	
Stryker	277-10-230	Round Bur, 6 Flutes, Fast Cutting, Carbide, 18.6mm Exposure 3.0mm x 44.5	Ortho Manual Surg In	Surgery	27710230RH	EA	1	\$	
Stryker	277-10-62	Oval Bur, Fast Cutting, 8-Flutes, Carbide, 44.5mm Total Length, 18.6mm Exposure 4.0mm x 7.9mm	Ortho Manual Surg In	Surgery	2771062RH	EA	1	\$	
Stryker	298-97-101	Sternum Saw Blade, 32.00mm x 6.27mm x0.79mm	Ortho Manual Surg In	Surgery	29897101RH	EA	1	\$	
Stryker	5100-137-133	TPS Reciprocating Saw Blade, Precision Thin Blade 22.5mm x 0.38mm	Ortho Manual Surg In	Surgery	5100137133RH	EA	1	\$	
Stryker	5100-337-233	TPS Reciprocating Saw Blade, Precision™ Thin Extended Blade, Teeth Per cm: 7.9cm 27mm x 0.38mm	Ortho Manual Surg In	Surgery	5100337233RH	EA	1	\$	
Stryker	5220-030-560	Precision Acorn For Use With Medium "M" Attachments 6.0mm	Ortho Manual Surg In	Surgery	5220030560RH	EA	1	\$	
Stryker	5820-012-040	Round Diamond Bur 4.0mm	Ortho Manual Surg In	Surgery	5820012040RH	EA	1	\$	
Stryker	5820-10-015	Round Fluted Bur, For Use With TPS™ Elite Attachment 1.5mm	Ortho Manual Surg In	Surgery	582010015RH	EA	1	\$	
Stryker	5820-10-120	Elite Soft Touch Round Bur, For Use With TPS™ Elite/Saber Shank Attachment 2.0mm	Ortho Manual Surg In	Surgery	582010120RH	EA	1	\$	
Stryker	5820-13-050	Diamond Bur, Coarse, For use with TPS™ Elite/Saber Attachment 5.0mm	Ortho Manual Surg In	Surgery	582013050RH	EA	1	\$	
Stryker	5820-15-040	Elite Egg Bur, For Use With TPS™ Elite/Saber Shank Attachment 4.0mm	Ortho Manual Surg In	Surgery	582015040RH	EA	1	\$	
Stryker	5820-15-050	Elite Egg Bur, For Use with TPS™ Elite/Saber Attachment 5.0mm	Ortho Manual Surg In	Surgery	582015050RH	EA	1	\$	
Stryker	60-14326	Twist Drill For Lag Screw Technique, AO Shaft End, Working Length 27mm 1.4mm x 87mm	Ortho Manual Surg In	Surgery	6014326RH	EA	1	\$	
Stryker	6118-127-100	System 6 Heavy Duty Blade 18mm x 1.27mm x 100mm	Ortho Manual Surg In	Surgery	6118127100RH	EA	1	\$	
Stryker	6125-127-100	System 6 Saw Blade 100mm x 25mm x 1.27	Ortho Manual Surg In	Surgery	6125127100RH	EA	1	\$	
Stryker	702447	Cannulated Drill w/AO Coupling 5.0mm	Ortho Manual Surg In	Surgery	702447RH	EA	1	\$	
Stryker	702449	ASNIS III™ 4.0mm Cannulated Drill Bit, w/AO Coupling 2.7mm	Ortho Manual Surg In	Surgery	702449RH	EA	1	\$	
Stryker	702450	Asnis III Cannulated Drill with AO Coupling 3.5mm	Ortho Manual Surg In	Surgery	702450RH	EA	1	\$	
Stryker	702601	ASNIS III Cannulated Drill, 4.9mm w/Large AO Fitting 6.5mm/ 8.0mm	Ortho Manual Surg In	Surgery	702601RH	EA	1	\$	
Stryker	XFO082001	Memometal Standard Drill Bit, AO Anchoage Planting System (Blue) 2.0mm x 110mm	Ortho Manual Surg In	Surgery	XFO082001RH	EA	1	\$	
Stryker	XFO082501	Memometal Standard Drill Bit 2.5mm x 110mm	Ortho Manual Surg In	Surgery	XFO082501RH	EA	1	\$	
Synthes	03.010.036	Cannulated Drill Bit, Three-Fluted 12mm x 190mm	Ortho Manual Surg In	Surgery	3010036RH	EA	1	\$	
Synthes	03.010.060	Three-Fluted Drill Bit, quick coupling, 100mm Calibration 3.2mm x 330mm	Ortho Manual Surg In	Surgery	03010060RH	EA	1	\$	
Synthes	03.010.061	Three-Fluted Drill Bit 4.2mm x 330mm	Ortho Manual Surg In	Surgery	3010061RH	EA	1	\$	
Synthes	03.010.103	Three-Fluted Drill Bit 3.2mm	Ortho Manual Surg In	Surgery	03010103RH	EA	1	\$	
Synthes	03.010.104	Three-Fluted Drill Bit 4.2mm	Ortho Manual Surg In	Surgery	03010104RH	EA	1	\$	
Synthes	03.113.023	Calibrated Drill Bit 2.5mm	Ortho Manual Surg In	Surgery	3113023RH	EA	1	\$	
Synthes	03.113.024	Calibrated Drill Bit 2.8mm	Ortho Manual Surg In	Surgery	3113024RH	EA	1	\$	
Synthes	310.16	Drill Bit, Quick Coupling (For Screw Fixation) 1.5mm x 110mm	Ortho Manual Surg In	Surgery	31016RH	EA	1	\$	
Synthes	310.161	Drill Bit, w/Depth Mark, Stryker "J" Latch (Blue) 1.5mm x 110mm	Ortho Manual Surg In	Surgery	310161RH	EA	1	\$	
Synthes	310.19	Twist Drill Bit, Quick Coupling 2.0mm x 100mm	Ortho Manual Surg In	Surgery	31019RH	EA	1	\$	
Synthes	310.201	Drill Bit, Mini Quick Coupling 65mm 2.0mm	Ortho Manual Surg In	Surgery	310201RH	EA	1	\$	
Synthes	310.21	A.O./Synthes Twist Drill 2.0mm x 125mm	Ortho Manual Surg In	Surgery	31021RH	EA	1	\$	
Synthes	310.221	Cannulated Drill Bit, for 3.0mm Cannulated Screws, 1.2mm Cannulation, Quick Coupling 2.0mm x 150mm	Ortho Manual Surg In	Surgery	310221RH	EA	1	\$	
Synthes	310.229	Drill Bit, Quick Coupling 2.9mm x 150mm	Ortho Manual Surg In	Surgery	310229RH	EA	1	\$	
Synthes	310.23	Drill Bit, Quick Coupling, (Gold) 2.5mm x 180mm	Ortho Manual Surg In	Surgery	31023RH	EA	1	\$	
Synthes	310.25	Twist Drill, Quick Coupling 110mm 2.5mm	Ortho Manual Surg In	Surgery	31025RH	EA	1	\$	
Synthes	310.26	Drill Bit, Quick Coupling 100mm 2.7mm	Ortho Manual Surg In	Surgery	31026RH	EA	1	\$	
Synthes	310.28	Drill Bit, Quick Coupling 2.7mm x 125mm	Ortho Manual Surg In	Surgery	31028RH	EA	1	\$	
Synthes	310.288	Drill Bit, For Modular Hand System, Quick Coupling 2.8mm x 165mm	Ortho Manual Surg In	Surgery	310288RH	EA	1	\$	
Synthes	310.29	Drill Bit, Quick Coupling 3.2mm x 195mm	Ortho Manual Surg In	Surgery	31029RH	EA	1	\$	
Synthes	310.31	Twist Drill, Quick Coupling 145mm 3.2mm	Ortho Manual Surg In	Surgery	31031RH	EA	1	\$	
Synthes	310.35	Twist Drill, A.O. Style 3.5mm x 110mm	Ortho Manual Surg In	Surgery	31035RH	EA	1	\$	
Synthes	310.37	Drill Bit, Quick Coupling 3.5mm x 195mm	Ortho Manual Surg In	Surgery	31037RH	EA	1	\$	
Synthes	310.4315	Drill Bit, Quick Coupling Sterile 4.3mm x 180mm	Ortho Manual Surg In	Surgery	3104315RH	EA	1	\$	
Synthes	310.44	A.O./Synthes Twist Drill 4.5mm x 145mm	Ortho Manual Surg In	Surgery	31044RH	EA	1	\$	
Synthes	310.48	Drill Bit, Quick Coupling 4.5mm x 195mm	Ortho Manual Surg In	Surgery	31048RH	EA	1	\$	
Synthes	310.495	Cannulated Drill Bit, Large Quick Coupling 7.3mm x 300mm	Ortho Manual Surg In	Surgery	310495RH	EA	1	\$	
Synthes	310.507	Drill Bit, 2 Flute, with marking, for mini quick coupling 1.5 mm, length 96 mm	Ortho Manual Surg In	Surgery	310507RH	EA	1	\$	
Synthes	310.509	Drill Bit, Quick Coupling, w/Depth Mark 1.8mm x 110mm	Ortho Manual Surg In	Surgery	310509RH	EA	1	\$	
Synthes	310.510	Drill Bit For Maxillofacial Surgery, Quick Coupling, (Purple) 1.8mm x 100mm	Ortho Manual Surg In	Surgery	310510RH	EA	1	\$	
Synthes	310.520	Drill Bit, Quick Coupling, (Purple) 1.8mm x 125mm	Ortho Manual Surg In	Surgery	310520RH	EA	1	\$	
Synthes	310.530	Drill Bit For Maxillofacial Surgery, Quick Coupling 2.4mm x 100mm	Ortho Manual Surg In	Surgery	310530RH	EA	1	\$	
Synthes	310.63	Cannulated Drill Bit, For 7.3mm Cannulated Screws, Large Quick Coupling, 300mm 5.0mm	Ortho Manual Surg In	Surgery	31063RH	EA	1	\$	
Synthes	310.632	Drill Bit, Cannulated, Quick Coupling 5.0mm x 200mm	Ortho Manual Surg In	Surgery	310632RH	EA	1	\$	

Synthes	310.65	Cannulated Drill Bit, for 4.5 mm Cannulated Screws, 1.7mm cannulation 3.2mm	Ortho Manual Surg In	Surgery	31065RH	EA	1	\$
Synthes	310.66	Cannulated Drill Bit, 1.7mm Cannulation, For 4.5mm Cannulated Screws 4.5mm x 170mm	Ortho Manual Surg In	Surgery	31066RH	EA	1	\$
Synthes	310.67	Cannulated Drill Bit, Quick Coupling, For 3.5 & 4mm Cannulated Screws, 1.35mm Cannulation 2.7mm x 160mm	Ortho Manual Surg In	Surgery	31067RH	EA	1	\$
Synthes	310.870	Countersink, length 62 mm 2.7 mm	Ortho Manual Surg In	Surgery	31087RH	EA	1	\$
Synthes	311.32	Tap for 3.5mm Cortex Screws (Gold) 3.5mm x 110mm	Ortho Manual Surg In	Surgery	31132RH	EA	1	\$
Synthes	311.34	Tap For Cancellous Bone Screws 110mm 4.0mm	Ortho Manual Surg In	Surgery	31134RH	EA	1	\$
Synthes	315.28	Drill Bit, Three Fluted, Quick Coupling, For Use w/Oscillating Drill Attachment 2.7mm x 125mm	Ortho Manual Surg In	Surgery	31528RH	EA	1	\$
Synthes	315.29	Drill Bit, Three Fluted, Quick Coupling For Use With Oscillating Drill Attachment 3.2mm x 195mm	Ortho Manual Surg In	Surgery	31529RH	EA	1	\$
Synthes	315.48	Drill Bit, Three Fluted, Quick Coupling For Use With Oscillating Drill Attachment 4.5 x 195mm	Ortho Manual Surg In	Surgery	31548RH	EA	1	\$
Synthes	315.92	Drill Bit, Three Fluted Calibrated Drill Bit 2.5mm x 230mm	Ortho Manual Surg In	Surgery	31592RH	EA	1	\$
Synthes	317.872	Drill Bit, Stryker J-Latch, For Modular Hand System and Percutaneous Reduction Forceps 2.4mm x 90mm	Ortho Manual Surg In	Surgery	317872RH	EA	1	\$
Synthes	323.062	Drill Bit, w/Depth Mark, Quick Coupling (Red) 2.0mm x 140mm	Ortho Manual Surg In	Surgery	323062RH	EA	1	\$
Synthes	324.212	Percutaneous Drill Bit 3.2mm	Ortho Manual Surg In	Surgery	324212RH	EA	1	\$
Synthes	324.213	Percutaneous Drill Bit, Quick Coupling 4.3mm	Ortho Manual Surg In	Surgery	324213RH	EA	1	\$
Synthes	324.214	Percutaneous Drill Bit, Quick Coupling 2.8mm x 200mm	Ortho Manual Surg In	Surgery	324214RH	EA	1	\$
Synthes	338.100	Drill Bit for DHS/DCS® System 8mm x 245mm	Ortho Manual Surg In	Surgery	338100RH	EA	1	\$
TriMed	DRILL-2.30	Twist Drill for TriMed Wrist Fixation System™ (Red) 2.3mm	Ortho Manual Surg In	Surgery	DRILL230RH	EA	1	\$
Zimmer	00-2360-205-27	Standard Drill Bit 2.7mm	Ortho Manual Surg In	Surgery	236020527RH	EA	1	\$
Zimmer	00-2490-075-43	Free Hand Drill 4.3mm x 152mm	Ortho Manual Surg In	Surgery	002490075RH	EA	1	\$
Zimmer	00-4806-195-32	ZPS Quick Connect Drill 3.2mm x 195mm	Ortho Manual Surg In	Surgery	480619532RH	EA	1	\$
Zimmer	4806-100-20	Drill Bit, Quick Connect 2.0mm x 100mm	Ortho Manual Surg In	Surgery	480610020RH	EA	1	\$
Zimmer	4806-110-25	Drill Bit, Quick Connect (Gold) 2.5mm x 110mm	Ortho Manual Surg In	Surgery	480611025RH	EA	1	\$
Zimmer	4806-110-35	Drill Bit, Quick Connect 3.5mm x 110mm	Ortho Manual Surg In	Surgery	480611035RH	EA	1	\$
Covidien	MAXA	Nellcor Adult SpO2 Adhesive Sensor >30kg 18in	Pulse Oximeter Senso	Patient Car	MAXARH	EA	1	\$
Covidien	MAXA	Nellcor Adult SpO2 Adhesive Sensor >30kg 18in	Pulse Oximeter Senso	Patient Car	MAXARH	CS	24	\$
Arthrex	AR-1255-18	Suture Passing Wire	Suture Retriever/Pas	Surgery	AR125518RH	EA	1	\$
Arthrex	AR-13991N	SureFire Scorpion Needle (purple) or (green)	Suture Retriever/Pas	Surgery	AR13991NRH	EA	1	\$
Arthrex	AR-13991N	SureFire Scorpion Needle (purple) or (green)	Suture Retriever/Pas	Surgery	AR13991NRH	BX	5	\$
Arthrex	AR-13995N	MultiFire Scorpion Needle (Black) or (Dark Grey)	Suture Retriever/Pas	Surgery	AR13995NRH	EA	1	\$
Arthrex	AR-13995N	MultiFire Scorpion Needle (Black) or (Dark Grey)	Suture Retriever/Pas	Surgery	AR13995NRH	BX	5	\$
Arthrex	AR-4068-25TL	SutureLasso™ SD, 25 Degree Tight Curve Left, Wire Loop, (Green) 1.8mm	Suture Retriever/Pas	Surgery	AR406825TRH	EA	1	\$
Arthrex	AR-4068-25TR	SutureLasso™ SD, 25 Degree Tight Curve Right, w/Nitinol Wire Loop, (Lt. Green) 1.8mm	Suture Retriever/Pas	Surgery	AR406825TRH	EA	1	\$
Arthrex	AR-4068-90	SutureLasso™ SD, 90 Degrees UP (Black) 1.8mm	Suture Retriever/Pas	Surgery	AR406890RH	EA	1	\$
Arthrex	AR-4068-90L	SutureLasso™ SD 90 Degree, Curve Left (orange) 1.8mm	Suture Retriever/Pas	Surgery	AR406890LRH	EA	1	\$
Arthrex	AR-8701	Micro SutureLasso™, Minor Bend (Orange)	Suture Retriever/Pas	Surgery	AR8701RH	EA	1	\$
Arthrex	AR-8701	Micro SutureLasso™, Minor Bend (Orange)	Suture Retriever/Pas	Surgery	AR8701R	CS	5	\$
Arthrex	AR-8703	Micro SutureLasso™ Straight 1.25mm	Suture Retriever/Pas	Surgery	AR8703RH	EA	1	\$
Arthrex	AR-8703	Micro SutureLasso™ Straight 1.25mm	Suture Retriever/Pas	Surgery	AR8703R	CS	5	\$
Smith & Nephew	013593	Acufex® Suture Retriever (Lavender)	Suture Retriever/Pas	Surgery	013593RH	EA	1	\$
Smith & Nephew	013593	Acufex® Suture Retriever (Lavender)	Suture Retriever/Pas	Surgery	013593R	CS	6	\$
Smith & Nephew	71111579	Hewson Suture Retriever (Black)	Suture Retriever/Pas	Surgery	71111579RH	EA	1	\$
Smith & Nephew	71111579	Hewson Suture Retriever (Black)	Suture Retriever/Pas	Surgery	71111579R	CS	6	\$
Stryker	5921-024-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Yellow) 24" x 4"	Tourniquets	Surgery	5921024235RH	EA	1	\$
Stryker	5921-024-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Yellow) 24" x 4"	Tourniquets	Surgery	5921024235R	CS	10	\$
Stryker	5921-030-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Royal Blue) 30" x 4"	Tourniquets	Surgery	5921030235RH	EA	1	\$
Stryker	5921-030-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Royal Blue) 30" x 4"	Tourniquets	Surgery	5921030235R	CS	10	\$
Stryker	5921-034-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Purple) 34" x 4"	Tourniquets	Surgery	592134235RH	EA	1	\$
Stryker	5921-034-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Purple) 34" x 4"	Tourniquets	Surgery	592134235R	CS	10	\$
Stryker	5921-044-235	COLOR CUFF® Cylindrical Tourniquet, DPSB, w/PLC, (Navy Blue) 44" x 4"	Tourniquets	Surgery	5921044235RH	EA	1	\$
Stryker	5921-044-235	COLOR CUFF® Cylindrical Tourniquet, DPSB, w/PLC, (Navy Blue) 44" x 4"	Tourniquets	Surgery	5921044235R	CS	10	\$
Stryker	5921-209-235	Tourniquet Cuff, Light Blue, 9"x2.75" DPSB	Tourniquets	Surgery	592120921RH	EA	1	\$
Stryker	5921-209-235	Tourniquet Cuff, Light Blue, 9"x2.75" DPSB	Tourniquets	Surgery	592120921R	CS	10	\$
Stryker	5921-212-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Green) 12" x 3.5"	Tourniquets	Surgery	5921212235RH	EA	1	\$
Stryker	5921-212-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Green) 12" x 3.5"	Tourniquets	Surgery	5921212235R	CS	10	\$
Stryker	5921-218-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Red) 18" X 4"	Tourniquets	Surgery	5921218235RH	EA	1	\$
Stryker	5921-218-235	Color Cuff Cylindrical Tourniquet, DPSB, w/PLC, (Red) 18" X 4"	Tourniquets	Surgery	5921218235R	CS	10	\$
Zimmer	60-7070-102	Tourniquet Cuff, DPSB, w/PLC (Lt. Blue) 12"	Tourniquets	Surgery	607070102RH	EA	1	\$
Zimmer	60-7070-102	Tourniquet Cuff, DPSB, w/PLC (Lt. Blue) 12"	Tourniquets	Surgery	607070102R	CS	10	\$
Zimmer	60-7070-104	Tourniquet Cuff, DPSB, w/PLC (Green) 24"	Tourniquets	Surgery	607070104RH	EA	1	\$
Zimmer	60-7070-104	Tourniquet Cuff, DPSB, w/PLC (Green) 24"	Tourniquets	Surgery	607070104R	CS	10	\$
Zimmer	60-7070-105	Tourniquet Cuff, DPSB, w/PLC (Navy Blue) 30"	Tourniquets	Surgery	607070105RH	EA	1	\$
Zimmer	60-7070-105	Tourniquet Cuff, DPSB, w/PLC (Navy Blue) 30"	Tourniquets	Surgery	607070105R	CS	10	\$
Zimmer	60-7070-106	Tourniquet Cuff, DPSB, w/PLC (Brown) 34"	Tourniquets	Surgery	607070106RH	EA	1	\$
Zimmer	60-7070-106	Tourniquet Cuff, DPSB, w/PLC (Brown) 34"	Tourniquets	Surgery	607070106R	CS	10	\$
St. Jude Medical	407201	Transseptal Needle, BRK-1, Adult Needle Length 71cm	Transseptal Needles	EP	407201RH	EA	1	\$
St. Jude Medical	G407209	Transseptal Needle, BRK-1 XS, Adult Needle Length 71cm	Transseptal Needles	EP	G407209RH	EA	1	\$
St. Jude Medical	G407212	Transseptal Needle, BRK-1 XS, Adult Needle Length 98cm	Transseptal Needles	EP	G407212RH	EA	1	\$

**Exhibit D**  
**Commitment Acknowledgement Form - Rebates**  
**HealthTrust Purchasing Group, L.P.**  
**Reprocessing Services, Single Use Devices**  
**Agreement No.: HPG-4670**  
**Vendor: Medline Industries Inc.**  
**Effective Date: June 1, 2020**

The Facility or Group that signs this Commitment Acknowledgement commits to purchase from **Medline Industries Inc. ("Vendor")** those "**Covered Products**" listed in the box below, available under that Purchasing Agreement between HealthTrust Purchasing Group, L.P. ("**HealthTrust**") and Vendor, dated June 1, 2020, as may be amended (HPG-4670, the "**Agreement**"), according to the terms in this Commitment Acknowledgement. Facility understands that its eligibility to participate in Vendor's Rebate Program is contingent upon signing this Acknowledgement form.

In consideration of Facility's or Group's Commitment and based upon execution of this Acknowledgement, Vendor agrees to pay, a two [REDACTED] percent Rebate on the Net Sales of all purchases of Covered Products up to the Baseline amount, as defined below. In addition, Vendor agrees to pay a five [REDACTED] percent Rebate on the Net Sales of all purchases greater than the Baseline amount.

For clarity, the Facility or Group must be an active member of HealthTrust and has not canceled their Commitment Acknowledgement with vendor as of the last day of the Rebate Period in order to receive these Commitment rebates. The Rebate Period must begin on or after the Effective Date of this Acknowledgement. These are a one-time rebate, and rebates shall be based on purchases made during the Rebate Period, and shall be paid to HealthTrust within sixty (60) days after the expiration of the Rebate Period.

"Group" is defined as at least five healthcare provider locations/facilities owned or controlled by a Participant. The healthcare provider locations/facilities in the Group are listed in the schedule attached to this Acknowledgement.

<p><b>Covered Products: <u>Reprocessing Services, Single Use Devices</u></b></p> <p><b>Baseline Spend Amount: [REDACTED]</b> <b>(Equal to the Total Net Sales of Covered Products by Facility or Group from Vendor, during the 12 months immediately prior to the Rebate Period)</b></p> <p><b>Rebate Period: <u>7 / 01 / 24</u> to <u>06 / 30 / 2025</u></b> <b>(12 month period)</b></p>
--

Upon request of HealthTrust, Vendor shall provide HealthTrust a fully executed copy of this Commitment Acknowledgement, which shall be delivered to HealthTrust per the notice provisions of the Agreement. Any change to this Commitment Acknowledgement shall first be approved in writing by HealthTrust.

*(Signature Page Follows)*

FACILITY

VENDOR

University Medical Center of Southern Nevada  
(legal name of Facility)

\_\_\_\_\_  
(legal name of Vendor)

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: Mason Van Houweling  
(print name of signor)

Name: \_\_\_\_\_  
(print name of signor)

Title: Chief Executive Officer

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

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

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

GPOID# \_\_\_\_\_  
Facility Name University Medical Center of Southern Nevada  
Facility Address 1800 W. Charleston Blvd, Las Vegas, NV 89102  
\_\_\_\_\_

Please fax signed copy to \_\_\_\_\_  
Attn: \_\_\_\_\_  
Vendor email address: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_

GROUP DESIGNEE

VENDOR

University Medical Center of Southern Nevada  
(legal name of Group Designee)

\_\_\_\_\_  
(legal name of Vendor)

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: Mason Van Houweling  
(print name of signor)

Name: \_\_\_\_\_  
(print name of signor)

Title: Chief Executive Officer

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

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

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

GPOID# \_\_\_\_\_  
Group Name(s) \_\_\_\_\_  
Group Address (es) \_\_\_\_\_  
\_\_\_\_\_

Please fax signed copy to \_\_\_\_\_

Attn: Legal  
Vendor email address: melannie.bledsoe@umcsn.com  
Fax: 702-383-2659  
Phone: 702-765-7995

**Group Key Contact Information**

Group Name: \_\_\_\_\_  
Key Contact for Group: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email Address: \_\_\_\_\_



March 20<sup>th</sup>, 2024

Melannie Bledsoe  
Contract Specialist  
University Medical Center of Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Distribution - Med-Surg.

Dear Ms. Bledsoe:

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 Distribution - Med-Surg. 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 Distribution - Med-Surg category. HealthTrust issued RFPs and received proposals from identified suppliers in the Distribution - Med-Surg category. A contract was executed with Cardinal, Medline, Owens & Minor, Claflin and Concordance in May of 2022. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services





March 20<sup>th</sup>, 2024

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Contract Specialist  
University Medical Center of Southern Nevada  
1800 W. Charleston Blvd.  
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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 type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input checked="" type="checkbox"/> Other <b>Limited Partnership</b>
<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>						
<i>(Include d.b.a., if applicable)</i>						
<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> <i>(If different from above)</i>				<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)
Medline Borrower, LP		100.00%

**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	<u>Marc A. Phillips</u> Print Name
Sr. Vice President, Corporate Sales	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>Placed Equipment Agreement with Medline Industries, LP</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 Agreement with Medline Industries, LP, for air blowers and related disposables; or take action as deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000705000	Funded Pgm/Grant: N/A
Description: Placement of air blowers throughout the UMC campus and purchase of related disposables	
Bid/RFP/CBE: NRS 332.115(4) (goods commonly used by a hospital) & 450.530 (GPO-HPG)	
Term: Three (3) years, w/option for month-to-month basis for up to 24 months	
Amount: \$726,084 (\$242,028 estimated per year for three years)	
Out Clause: If related disposable purchases are unexpectedly low, UMC has the right to terminate the Agreement immediately upon written notice to vendor.	

**BACKGROUND:**

This request is for UMC to enter into the Agreement with Medline Industries, LP, where Medline will provide ComfortGlide Air Blower equipment for use with purchased ComfortGlide Lateral Transfer Sheets. The ComfortGlide Transfer Sheets allows clinical staff to safely boost, turn, reposition and transfer patients through the use of the air-assisted patient repositioning systems. This assistance reduces the risk of injury to both the health professional and the patient. Further, it provides a higher level of comfort to a patient, who may already be hurt or otherwise incapacitated.

UMC will purchase the Transfer Sheets under the Agreement for a term of three years from the effective date plus the length of any UMC extension, which shall not exceed two additional years. The Agreement may be terminated by UMC, upon written notice to vendor, if related disposable purchases are unexpectedly low.

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

UMC’s Supply Chain Services Manager 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  
June 20, 2024

Agenda Item #

**10**

**HealthTrust Purchasing Group, L.P.**  
**Purchasing Agreement**  
**No.: HPG- 44431**  
**Vendor: Medline Industries, LP**  
**and for transactions in TN Medline Industries Holdings, L.P.**  
**Effective Date: January 1, 2023**

**Placed Equipment Agreement**

This Placed Equipment Agreement (“Agreement”) entered into on the date that the last party to this agreement signs below (“Effective Date”) is made by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, 1013307, PV000611**, having an address at 1800 W CHARLESTON BLVD, LAS VEGAS, NV 89102 (“Purchaser”), and Medline Industries, LP, and, for transactions in TN Medline Industries Holdings, L.P. with an address at Three Lakes Drive, Northfield, IL 60093 (“Vendor”). This Agreement is subject to the Purchasing Agreement between HealthTrust Purchasing Group, L.P. (“HealthTrust” or “HPG”) and Vendor for Air Assisted Lateral Transfer (Agreement Number HPG-44431), dated January 1, 2023 (“Purchasing Agreement”), the terms and conditions of which are expressly incorporated herein. Capitalized terms not otherwise defined in the Purchasing Agreement may be further defined below. The provisions of the Purchasing Agreement are incorporated into this Agreement, and Purchaser shall have the option to elect, in its sole discretion, whether and the extent to which Purchaser will rely on the terms and provisions of (i) the Purchasing Agreement; or (ii) this Agreement, whichever is deemed more favorable to Purchaser.

- 1. Equipment.** Vendor shall provide the reusable medical devices/equipment listed on Attachment 1 attached to this Agreement (“**Equipment**”) for Purchaser’s use in accordance with the terms and conditions set forth in this Agreement. Vendor shall be solely responsible for the cost of delivery and, if applicable, installation of the Equipment. Equipment is also a Product under the Purchasing Agreement. Equipment provided for Purchaser’s use under this Agreement is intended to meet the anticipated needs of Purchaser in serving its patients. The annual fair market value of the use of the Equipment and services provided under this Agreement is shown on Attachment 1.
- 2. Related Disposables.** The Equipment is being provided solely for use in connection with the respective Vendor products manufactured by or for Vendor and sold by Vendor (as more fully described in Attachment 1, “Related Disposables”). Related Disposables are also Products under the Purchasing Agreement. Further, Related Disposables are solely for use in connection with the Equipment. Purchaser shall purchase Related Disposables from Vendor pursuant to the terms of the Purchasing Agreement.
- 3. Discount.** Purchaser will not be invoiced a rental or other charge for use of the Equipment or for services related to the Equipment. During the term of this Agreement, Vendor agrees to ship at no charge the Equipment shown on Attachment 1, under the heading “Placed Capital Equipment”, in increments mutually agreed upon by Purchaser and Vendor. The fair market value of the annual use of the Equipment and the provision of service constitutes a “discount or other reduction in price” under 42 U.S.C. §1320a-7b(b)(3)(A) and under 42 C.F.R. §1001.952(h). The parties acknowledge that it is their intent to establish an arrangement

regarding the Equipment, services and the Related Disposables that complies with 42 C.F.R. §1001.952(h), with such goods and services being reimbursed by the same Federal health care program using the same methodology, with the reduced charge being fully disclosed to the Federal health care program and accurately reflected where appropriate, and as appropriate, to the reimbursement methodology. Following each contract year, and upon Purchaser's request, Vendor shall provide a reconciliation statement to Purchaser documenting the discount or other reduction in price provided and its application to the purchase prices of Related Disposables purchased during the contract year, with the allocation of the additional discount or other reduction in price representing Purchaser's cost of Equipment usage and service. Purchaser acknowledges that a full description of the discount is set forth in this Agreement and will not be reported in each invoice. All transactions with Vendor in connection with this Agreement are made in good faith on the basis of arms-length negotiation. The parties shall comply with all applicable laws in connection with this Agreement and the use of the Equipment, including, without limitation, the provisions of the federal anti-kickback statute, 42 U.S.C. 1320a-7b(b), and all applicable related regulations. Vendor's invoices and reconciliation statements will provide sufficient information to support Purchaser's calculation and report of its net costs. Further, upon request, Vendor will provide all additional necessary information to Purchaser regarding the Equipment and this Agreement. Vendor will refrain from doing anything that would impede Purchaser from meeting its obligations to report any such discount.

**4. Purchase Target.** In order to support the placement of Equipment in the quantity set forth in Attachment 1, Purchaser acknowledges that Vendor expects Purchaser to purchase a commercially reasonable minimum aggregate dollar value of Related Disposables in the amount shown on Attachment 1 as the "Annual Related Disposable Purchase Target". In the event that, contrary to the parties' intent, the aggregate annual purchases of the Related Disposables is insufficient to allow for Vendor to continue placing the Equipment with Purchaser on a commercially reasonable basis pursuant to this Agreement, Purchaser shall have the right to terminate this Agreement immediately upon written notice to Vendor. In lieu of terminating this Agreement, Purchaser may, at its sole discretion: (i) purchase additional specified quantities of Related Disposables to apply only to such reconciled period sufficient to render the placement of Equipment as a commercially reasonable arrangement; or (ii) cause to be removed a specified quantity of Equipment from Purchaser's facility, and amend Attachment 1 accordingly, such that the remaining Equipment placed with Purchaser pursuant to this Agreement is a commercially reasonable arrangement. In the event of either item (i) or (ii) in this Section 4, above (or as may otherwise be agreed to by Vendor and Purchaser), Vendor shall provide a reconciliation statement to Purchaser documenting any adjustment in the discount or other reduction in price representing Purchaser's cost of Equipment usage and service.

**5. Term; Termination.** This Agreement will commence on the Effective Date and continue for a period of three (3) year(s) (the "Initial Term") unless sooner terminated as provided in this Section 5. This Agreement may be extended at the option of Purchaser after the Initial Term on a month-to-month basis, not to exceed twenty four (24) months subsequent to the Initial Term ("Renewal Term") (the Initial Term and any Renewal Term, collectively, the "Term"). In no event shall the Term exceed five (5) years. Twelve (12) months from the Effective Date, either party may terminate this Agreement, with or without cause, by giving thirty (30) days



written notice to the other party. Purchaser shall have thirty (30) days from the effective date of expiration or earlier termination to make the Equipment available for pick-up by Vendor in good working order, excluding normal wear and tear.

6. **Title.** Title to the Equipment remains with Vendor and does not pass to Purchaser, and Purchaser will not have an ownership interest in the Equipment, unless the Equipment is purchased by Purchaser as provided herein. Purchaser shall receive the benefit of any Product warranties on the Equipment in the event Purchaser purchases the Equipment. In no event shall Purchaser transfer or sell the Equipment. Purchaser will keep the Equipment free from all encumbrances. Purchaser will provide and sign reasonably requested documents to Vendor necessary to maintain its interest in the Equipment.
7. **Custody and Care.** Vendor shall be responsible for servicing the Equipment consistent with the manufacturer's requirements and recommendations. Purchaser is liable for any loss of Equipment prior to making it available for pick-up by Vendor unless such loss was caused by the negligence or willful misconduct of Vendor. The maximum obligation for Purchaser in the event Purchaser was responsible for the loss of the equipment shall be the fair market value of the Equipment at the time of loss. Purchaser will be charged for all damage to Equipment caused by the negligence or willful misconduct of Purchaser. Purchaser shall not move the Equipment from Purchaser's facilities, without first providing Vendor at least 30 days' prior written notice. During such 30 day period, Vendor may remove Equipment provided by Vendor that was not purchased by Purchaser. Purchaser shall not make any unauthorized modifications, alterations or additions to the Equipment. Purchaser shall notify Vendor promptly of any lost or damaged Equipment. Vendor may inspect all or part of the Equipment at any time with reasonable written notice to Purchaser and during normal business hours, provided such inspection shall not interfere with Purchaser operations and, further, Purchaser shall have no obligation to allow inspections more frequently than once per calendar month.
8. **Option to Purchase.** Purchaser has the option of purchasing any or all of the Equipment at the end of the Term of this Agreement at a purchase price not in excess of the fair market value of such Equipment, not to exceed \$825.00 [or one hundred percent (100%) of the initial purchase price].
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same Agreement. Any facsimile or PDF copy of the signature of an authorized signatory of any party hereto shall constitute a legal, valid and binding execution hereof by such party.
10. **Modifications.** No changes, modifications or waivers of any provision of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party. Emails, including emails that have an electronic "signature block" identifying sender, do not constitute a signed instrument for purposes of this Section 10.
11. **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and

enforceable.

**12. Waiver.** The failure on the part of any party to exercise or enforce any rights conferred upon it hereunder shall not be deemed to be a waiver of any such rights nor operate to bar the exercise or enforcement thereof at any time or times thereafter.

**13. Additional Terms.** The terms and conditions set forth in Attachment 1 attached to this Agreement are incorporated into this Agreement by reference.

**14. Governing Law/Jurisdiction.** Purchaser is a county hospital and governed by the Nevada Revised Statutes (NRS). As a publicly owned and operated hospital, Purchaser is fully subject to the Local Government Budget and Finance Act, NRS 354.470–354.626, whose purposes are, among others, “[t]o provide for the control of revenues, expenditures and expenses in order to promote prudence and efficiency in the expenditure of public money” and “[t]o provide specific methods enabling the public, taxpayers and investors to be apprised of the financial preparations, plans, policies and administration of all local governments.” NRS 354.472(1)(d), (e). The state and federal courts located in Clark County, Las Vegas, Nevada shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury in connection with any action or litigation in any way arising out of or related to this Agreement.

**Patient Protected Health Information (“PHI”).** Vendor represents and warrants that none of the equipment provided to Purchaser electronically stores PHI. Vendor acknowledges that while performing its obligations under this Agreement, Vendor may inadvertently receive or create certain confidential health-related information concerning Purchaser’s patients; in such cases, Vendor shall immediately report to Purchaser any use or disclosure of confidential patient health-related information by Vendor that is not authorized under this Agreement.

**15. Confidentiality.** Notwithstanding anything contained in this Agreement to the contrary, Vendor acknowledges that Purchaser 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 Purchaser receives a demand for the disclosure of any information related to the Agreement which Vendor has claimed to be confidential and proprietary, Purchaser will immediately notify Vendor of such demand and Vendor shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify, defend and hold harmless Purchaser 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 Purchaser’s custody and control in which Vendor claims to be confidential and proprietary.

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**16. 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 Purchaser for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Purchaser’s obligations under it shall be extinguished at the end of any of Purchaser’s fiscal years in which

Purchaser'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. Purchaser agrees that this Section 17 shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section 17 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 Purchaser of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

- 17. 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.
- 18. Delivery.** 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 the agreed delivery schedule. If Vendor's delivery(ies) fail to meet such agreed schedule, and not due to circumstances outside of Vendor's reasonable control, Purchaser, 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. Unless otherwise specified herein, no deliveries shall be made in advance of Purchaser's delivery schedule. Goods delivered in excess of the quantity specified may be returned at no additional cost to Purchaser. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control (such as delays caused by common carriers) 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 promptly to Purchaser.
- 19. 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.
- 20. Inspection and Review.** All deliveries from Vendor to Purchaser will be subject to Purchaser's final inspection. Purchaser at its option may, before use of any Equipment and in no instance later than 10 days from delivery, 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.
- 21. Occupational Safety and Health Warranty.** Vendor warrants that the goods delivered or service rendered to Purchaser 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"), as applicable. In the event the product(s) delivered does not conform to the applicable OSHA standards and/or regulations, Purchaser 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 Purchaser at Vendor's expense in the event Vendor fails to make the appropriate correction within a reasonable time.

**22. Warranty-Products.** Vendor expressly warrants that 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 Purchaser, that they will be free from material defects in design. Unless, and only to the extent, stated otherwise herein, such warranties including warranties prescribed by law shall run to Purchaser, its successors, assigns, customers, and to users of the products. Excluding the foregoing warranties, Medline disclaims all other warranties, express or implied.

**23.**

**Patents.** By accepting this Agreement, Vendor warrants that the Vendor manufactured goods 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 Purchaser, 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.

**24. Not to Exceed.** Notwithstanding anything contained in this Agreement to the contrary, this Agreement has a not-to-exceed (NTE) value of \$726,084.

(This space is intentionally left blank.)

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized officers.

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**


**MEDLINE INDUSTRIES HOLDINGS, L.P.**  
By: Medline Mills Industries LLC  
Its: General Partner  
By: Medline Industries, LP (f/k/a Medli  
Industries, Inc.)  
Its: Managing Member  
By: Mozart GP, LLC  
Its: General Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mason Van Houweling  
Name (printed)

Chief Executive Officer  
Title

  
Patrick Christian (Jun 6, 2024 16:58 CDT) 06/06/2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Patrick Christian  
Name

Director, Sales Contract Administration  
Title

**Attachment 1  
Placed Equipment Agreement  
List of Equipment and Related Disposables**

**Placed Equipment and Services  
Equipment**

**List of Equipment/Description:**

- MSC60090 (Blower) 46 Each
- MSC60091\* (Blower) 34 Each
- MSC60099 (Cart) 80 Each

**Quantity: 160 EA**

**Purchase Price of Equipment/Unit:**

**Annual Value\*\* of Use and Service:**

Interest Component: N/A  
 Lease/Use Component: [REDACTED]  
 EA for MSC60090; [REDACTED] EA  
 for MSC60099  
 Service Component: N/A

\* Unless stated otherwise elsewhere within the Agreement, Purchaser shall be solely responsible for maintaining product MSC60091 Air Blower, which consists of purchasing and replacing the air filter in the MSC60091 Air Blower, consistent with the MSC60091 Air Blower's instructions for use ("IFU").

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

**Related Disposables**

**Related Disposables are solely for use in connection with the Equipment. Pricing for the Related Disposables are based on the prices for same contained in the Purchasing Agreement.**

Product/Model Number	Description
MSC60042BL	ComfortGlide Lateral Transfer Sheet with Drypad, Standard, 40" x 80", BLENDED

**Annual Related Disposable Purchase Target: \$ 242,028 based on annual value of use of Equipment and services.**



June 12th, 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 Air-Assisted Lateral Transfer.

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 Air-Assisted Lateral Transfer. 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 Air-Assisted Lateral Transfer. HealthTrust issued RFPs and received proposals from identified suppliers in the category. Agreements were awarded to Hovertech, Sage, Arjo, Medline and ROI (Regard) in January of 2023. 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 type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input checked="" type="checkbox"/> Other <b>Limited Partnership</b>
<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>						
<i>(Include d.b.a., if applicable)</i>						
<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> <i>(If different from above)</i>				<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)
Medline Borrower, LP		100.00%

**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	<u>Marc A. Phillips</u> Print Name
Sr. Vice President, Corporate Sales	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> OEC C-Arm MiniView and 3D Imaging System Agreement with GE Healthcare	<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 OEC C-Arm MiniView and 3D Imaging System Agreement with GE Healthcare; or take action as deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000714000  
Description: MiniView Max C-arms &  
3D Imaging System C-arm  
Bid/RFP/CBE: NRS 450.525 & 450.530  
Term: One-Time Purchase; 1 Year Warranty  
Amount: \$626,917.55

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

**BACKGROUND:**

This request is to enter into a new OEC C-Arm MiniView & 3D Imaging System Agreement (“Agreement”) with GE Healthcare (“GE Healthcare”) as the current C-arms are at end of life and no longer provide the necessary technology the surgeons need to care for their patients. The C-arms have continuous issues and Biomed is unable to acquire parts to repair equipment failures. These machines are vital for the Ortho Physicians to use while treating their patients and need to be replaced for patient safety and quality of care. The OEC C-Arm 3D CT Imaging System provides Ortho, Pulmonary and Neuro surgeons the ability to have accurate images, guidance and the ability to do a 3D spin to provide the best patient care to our patients. This equipment will improve patient outcomes and patient length of stays due to the new technology.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC’s Director of Radiologic Service 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  
June 20, 2024

Agenda Item #

**11**

# Quotation Summary

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116  
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Becky Christensen**  
**Director of Radiology**  
**University Medical Center of Southern Nevada**  
 1800 W Charleston Blvd  
 Las Vegas, NV89102-2329  
 Phone: 702-383-2524

Quote Expiration Date: **06/30/2024**  
 Direct Inquiries To: **Edward Callahan**  
 Talley Surgical Solutions  
 625 W Deer Valley Rd Ste 103-503  
 Phoenix, AZ,85027-2169  
 Work Phone: 509.679.2668  
 Cell Phone:  
 Email: edward@geoectss.com  
 Fax:

## OEC 3D No Demo Promotion

### OEC - HealthTrust Contract #500071-81549 (Carm)/81550 (MiniView)/79862 (Uroview)

Part Number	Qty	Product Description	List Price	Net Price
S1000PJ	3	OEC MiniView MAX – Office Platform (O.P.)		
S10001KH	3	Wireless DICOM card kit		
S10001LJ	3	Asm, Worksurface Extension, MiniView		
TI_SRG_TRADE_IN	1	Orthoscan FD Pulse S/N: 5J0628 *Trade-In must be picked up within 14-days of New Equipment Delivery		
TI_SRG_TRADE_IN	1	Orthoscan HD S/N: 5J0335 *Trade-In must be picked up within 14-days of New Equipment Delivery		
TI_SRG_TRADE_IN	1	Orthoscan HD S/N: 5J0813 *Trade-In must be picked up within 14-days of New Equipment Delivery		
S7003AF	1	OEC 3D Imaging System with 31cm CFD, Motorized Isocentric C-arm		
S7006AZ	1	Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D		
S7003PY	1	FOOTSWITCH, WIRELESS, OEC 3D		
00-887066-26	1	2024 OEC 3D NO DEMO PROMOTION		
TI_SRG_TRADE_IN	1	GE OEC 9900 9 inch S/N: E9-2518 *Trade-In must be picked up within 14-days		

<i>Part Number</i>	<i>Qty</i>	<i>Product Description</i>	<i>List Price</i>	<i>Net Price</i>
S7003MR	1	of New Equipment Delivery IDI, A100-3231, ASPECT 360 TABLE, BASIC PACKAGE		
<b>Total Investment:</b>			<b>\$ 819,275.00</b>	<b>\$626,917.55</b>

All discounts, if any, provided under this Agreement are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required to satisfy 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, [Buyer] shall fully and accurately reflect in cost reports or other submissions to federal health care programs all discounts provided under this Agreement and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to [Buyer] by [Seller] concerning the discounts.

# Quotation

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116  
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Becky Christensen**  
Director of Radiology  
University Medical Center of Southern Nevada  
1800 W Charleston Blvd  
Las Vegas, NV 89102-2329  
Phone: 702-383-2524

Quote Expiration Date: **06/30/2024**  
Direct Inquiries To: **Edward Callahan**  
Talley Surgical Solutions  
625 W Deer Valley Rd Ste 103-503  
Phoenix, AZ, 85027-2169  
Work Phone: 509.679.2668  
Cell Phone:  
Email: edward@geoectss.com  
Fax:

## OEC 3D No Demo Promotion OEC - HealthTrust Contract #500071-81549 (Carm)/81550 (MiniView)/79862 (Uroview)

Part Number	Qty	Description	List Price	Net Price
S10000PJ	3	<p><b>OEC MiniView MAX – Office Platform (O.P.)</b> OEC MiniView MAX – Maximize your workflow efficiency OEC MiniView MAX brings a simplified user experience and enables surgeons to see clear, large images to accelerate clinical decisions and streamline workflow during extremity imaging. The OEC MiniView MAX was designed to improve clinical usability and maneuverability through features such as:</p> <ul style="list-style-type: none"> <li>• Clear and large images with a 15 cm x 15 cm flat detector, OEC image processing and a 27" 4K UHD display to view impressive image detail.</li> <li>• Efficient workflow with SmartLock system; light and balanced C-arm design with ample free space and a wide positioning range; accessible surgical functions on either side of the C-arm; and convenient image management.</li> <li>• Ready when needed with 5-minute standby power and compact design for everyday durability.</li> </ul> <p>Detector and Generator: High image quality at</p>		

<b>Part Number</b>	<b>Qty</b>	<b>Description</b>	<b>List Price</b>	<b>Net Price</b>
		<p>low dose with a 15 cm (6 inch) CMOS flat panel detector with dual-mode Mag capabilities at 15 cm (6 inch) and 10 cm (4 inch) and Live Zoom. Features a 12.8W generator with compact monoblock X-ray tube.</p> <p>Image Viewing: 27" (69 cm) 4K Ultra High Definition (UHD) Color 10-bit display with 3840 x 2160 resolution, presents side by side full size 11.8" (30 cm) Live and Reference images; touchscreen interface with anti-reflection; positioning flexibility with 270° swivel and 10° up/ 10° down tilt range.</p> <p>Image Processing: Advanced OEC image processing with automatic software features for point and shoot imaging including AutoTrack, Adaptive Dynamic Range Optimization (ADRO), Noise and Motion Artifact Reduction; Smart Window and Smart Metal.</p> <p>Dose and Planning Management: Reduce dose by 50% with available low dose mode ideal for pediatric patients, Live Zoom up to 4X with no change in X-ray technique; plan procedures with Digital Pen and annotations.</p> <p>Mini C-arm Design: Efficient workflow with a balanced carbon fiber C-arm, single button SmartLock system and accessible surgical functions on either side of the C-arm. Easily bring the C-arm in and out the surgical field in one fluid movement with 85 cm (33.4 inch) vertical slider, 172 cm (67.5 inch) horizontal travel, 366° panning motion, 380° C-arm lateral rotation and 120° orbital rotation. Experience easy access to anatomy with 46 cm (18 inch) depth and 34 cm (13.4 inch) free space. Effortlessly secure four joints and eliminate the frustration of C-arm drifting with SmartLock.</p> <p>Ready when needed: with 5-minute standby transport power, compact design, and protective locking positions, OEC MiniView MAX can be unplugged and quickly transported to meet the demands of busy environments and</p>		



Part Number	Qty	Description	List Price	Net Price
		<p>streamline workflow.</p> <p>User Interface: Easy access to controls on either side of the C-arm; X-ray button located at tube head; touchscreen operation; wired footswitch with right pedal configurable to save, print, or save and print function.</p> <p>Connectivity: Integrated DICOM 3.0 interface; Radiation Dose Structured Report (RDSR); 150,000 image storage; four USB ports; one display port output with auto adaptive resolution to 4K, supports both 2K and 4K displays; one port for room control interface; one port for ethernet.</p> <p>Security: User Identity Management with configurable advanced password rules, and multiple users; Linux-based operating system (SUSE); Solid State Drive (SSD) and Hard Disk Drive (HDD) encryption at rest; audit logs; FIPS 140-2 encryption compliance.</p> <p>Warranty            - One Year Warranty</p> <p>OEC Clinical Excellence Onsite Training            - Up to 1 day of in-service training by our ARRT certified Clinical Imaging Specialists (CIS) during the warranty period.            - Post-training skills assessment            - Radiographers may be eligible for Continuing Education (CE) credits approved by the American Society of Radiologic Technologists (ASRT).            - OEC Clinical Excellence Onsite Training entails up to 8 hours of training per day on system function/ operation, provided from 7am to 5pm, Monday through Friday, excluding holidays. Includes all CIS travel expenses.            - Training produces the best results when a dedicated user group of technologists complete the session and observe patient procedures while the CIS is on site.            - The CIS will provide additional on-line training materials for future reference.            - Any additional days for training and/or case</p>		

<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		support are available for purchase.		
		Other Inclusions: - One box of (20) sterile drape kits including C-arm drape with protective plate and footswitch cover		
S10001KH	3	<b>Wireless DICOM card kit</b>	██████████	██████████
S10001LJ	3	<b>Asm, Worksurface Extension, MiniView</b>	██████████	██████████
TI_SRG_TRAD E_IN	1	<b>Orthoscan FD Pulse S/N: 5J0628</b> *Trade-In must be picked up within 14-days of New Equipment Delivery	██████████	██████████
TI_SRG_TRAD E_IN	1	<b>Orthoscan HD S/N: 5J0335</b> *Trade-In must be picked up within 14-days of New Equipment Delivery	██████████	██████████
TI_SRG_TRAD E_IN	1	<b>Orthoscan HD S/N: 5J0813</b> *Trade-In must be picked up within 14-days of New Equipment Delivery	██████████	██████████
S7003AF	1	<b>OEC 3D Imaging System with 31cm CFD, Motorized Isocentric C-arm</b>	██████████	██████████

Part Number	Qty	Description	List Price	Net Price
		<p>Oblique Mode views, metal artifact reduction and noise reduction filter (available pre-scan or retrospective reconstruction).</p>		
		<p>2D Imaging Features: Preset profiles: Cardiac, Vascular, Bolus Chase , General, General HD, Orthopedic, 9900, C-spine, Spine and Pediatric; enhanced Noise Reduction (eNR) presents 30% less noise images (equivalent appearance of 30kW power) in Vascular &amp; Cardiac profiles; Live Zoom to increase up to 4X in fluoro or Cine with no change in Technique; real-time digital subtraction (DSA) with positive or negative contrast selections; reference image hold; peak opacification; roadmapping; re-registration; variable landmarking; mask save/recall; digital Cine pulse mode with 30 pps; 30 fps Cine with recording/playback rates of 4, 8, 15 and 30 fps; ; and measurements and annotations (markers, lines, angles, % stenosis, and Digital Pen).</p>		
		<p>31 cm CMOS Flat Panel Detector (CFD): High image quality at low dose with a CMOS crystalline structure flat panel detector;, quad-mode imaging capabilities with Live Zoom and mag modes at 31 cm, 21 cm, and 15 cm; and hand removable anti-scatter grid;</p>		
		<p>Motorized C-arm: motorized movement for: iso-centric 200° orbital rotation during 3D imaging sweep; and 360°(90°/270°lateral rotation, cephalad/caudal tilt (+/- 10°), and horizontal motion during 2D imaging. Three motorized speeds: 3D sweep, Normal, and Slow/micro-adjustment control; C-arm angle displayed; Collision detection and alerts; and Six preset positions (AP, Lateral, Last Shot, and three user selectable) C-arm dimension: 33.4" (85 cm) free space in arc; 29.5" (75 cm) depth in arc; 6.0" (15 cm) horizontal travel; 18.0" (46 cm) vertical travel; 740 lbs (336 kg) C-arm weight; enhanced steering, cable pushers and low resistance wheels; motorized vertical lift and low-profile X-ray tube; Motorized control via physical remote user interface (RUI) with secure storage or virtual control on OEC Touch Control panel.</p>		

<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
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OEC 3D PACKAGE INCLUDES:

2D Imaging: OEC Touch, a 15.6" (40 cm) intuitive touchscreen operator control; Live Zoom up to 4x with no change in technique; Digital Pen; squircle image retains 100% shape when rotated; image annotation; measurement tools; eNR enhanced Noise Reduction; SmartMetal; AutoTrak Automatic Brightness Stabilization (ABS); General-Purpose Dynamic Range Management (GDRM); Minimal Difference Spatiotemporal noise filter (MDST); noise filter with on-screen indicator; automatic and manual digital brightness and contrast control; negate mode; save/auto-save feature; swap/auto-swap feature; last image hold; storage: 1,400 volumes, 40,000 static images; and multi-functional footswitch and handheld controls

Image Viewing: 32" (81cm) 4K UHD color touchscreen display mounted on easily adjustable arm that rotates for 360° view around workstation, 170° viewing angle (horizontal and vertical) and forward, horizontal, vertical and tilt adjustment.

Workstation with Intuitive User Interface: System startup in less than a minute, SmartConnect allows workstation to operate independently when C-arm is disconnected for no reboot; Transport of workstation features ergonomically designed handles, low friction wheels with cable pushers, and steering mode/brake; Patient Setup with onscreen or physical keyboard; and more.

Dose Management: Selectable modes can be used alone or in combination for 3D: Standard, HD, and HD+ and during 2D: standard, HLF, pulse, low dose, digital Cine pulse and digital spot; Live View integrated camera to preview detector positioning to minimize scout shots; dual green laser aimers (for AP and Lateral centering) Anti-scatter grid; on-screen PreView Collimator; Smart Window; and radiation dose

<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		<p>structured report (RDSR) and X-ray dose summary</p> <p>X-ray Generator and Power Management: 15 kW power (30kW equivalent image appearance in Vascular and Cardiac profiles); split-block X-ray design, generator battery buffer design; power monitoring with on-screen display; controlled shutdown process; accidental power loss protection with a 20 second battery back-up power to workstation and C-arm</p> <p>Connectivity: Multiple ports including: ethernet, room interface, video output, video input, hardened USB ports; and OEC Open 3D reconstruction volume data exchange</p> <p>Security: Linux-based operating system; Solid state drive; encryption at rest; password management features; blank screen function; de-identify and secure erase of patient information, audit logs; FIPS 140-2 encryption compliance</p> <p>OEC Secure package including: Advanced User Access Management (Administrator set password rules with configurable, complexity requirements such as length, retention period, expiry period, and advanced password rules; required reset of password upon first login; ability to set up unique, local user IDs; Emergency case log-in &amp; support for EA3 Enterprise Authentication for integration with central user identity systems); Encryption Features (DICOM TLS (Transport Layer Security) &amp; Certificate Management compatibility and enhanced Operating System support ( Antivirus with notification email of potential malware vulnerability &amp; Cyber application events log)</p> <p>Footswitch: 3 pedal footswitch</p> <p>Warranty: One-year warranty</p> <p>OEC Clinical Excellence: Up to 8 days of in-service training by our ARRT certified Clinical Imaging Specialists (CIS) during warranty period; entails up to 8 hours of training per day on</p>		

Part Number	Qty	Description	List Price	Net Price
		system function/operation, provided from 7am to 5pm, Monday through Friday, excluding holidays; post-training skills assessment; radiographers may be eligible for Continuing Education credits approved by the American Society of Radiologic Technologists (ASRT); includes all CIS travel expenses; additional on-line training materials will be provided for future reference.		
S7006AZ	1	<b>Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D</b> Wireless DICOM		
S7003PY	1	<b>FOOTSWITCH, WIRELESS, OEC 3D</b>		
00-887066-26	1	<b>2024 OEC 3D NO DEMO PROMOTION</b>		
TI_SRG_TRAD E_IN	1	<b>GE OEC 9900 9 inch S/N: E9-2518</b> *Trade-In must be picked up within 14-days of New Equipment Delivery		
S7003MR	1			

WARRANTY

Table warranty terms are specified, and service provided by the manufacturer during the warranty period as described above. During this period any warranty claims should be addressed directly with the manufacturer.

Image Diagnostics, Inc.

310 Authority Drive

Fitchburg, MA 01420

<i>Part Number</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Net Price</i>
		( 978 ) 829-0009		

**Total Investment:      \$819,275.00      \$626,917.55**

All discounts, if any, provided under this Agreement are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required to satisfy 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, [Buyer] shall fully and accurately reflect in cost reports or other submissions to federal health care programs all discounts provided under this Agreement and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to [Buyer] by [Seller] concerning the discounts.

**Customer Name & Address: University Medical Center of Southern Nevada/ | 1800 W Charleston Blvd |s Las Vegas, NV 89102-2329**

This Agreement (as defined below) is by and between University Medical Center of Southern Nevada/ ("Customer") and OEC Medical Systems, Inc., a GE Healthcare business ("OEC") for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is defined as this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

**OEC 100% Uptime Guarantee:** During the warranty, if the Product fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then OEC will extend the warranty by 1 month for each full day of downtime during the weekday period. The Product is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

- \*Terms of Delivery:** **FOB DESTINATION**
- \*Billing Terms:** **80% delivery or Shipment / 20% Acceptance or Installation**
- \*Payment Terms:** **30 Net**
- \*Quotation Expiration Date:** **06/30/2024**
- \*Governing Agreement (GPO or SAA):** OEC - HealthTrust Contract #500071-81549 (Carm)/81550 (MiniView)/79862 (Uroview) (If none, Standard GE Healthcare Terms and Conditions Apply)

- \*Preferred Delivery Date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_
- \*Will Accept Delivery as Early as:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ or [ ] ASAP
- \*Indicate Form of Payment** (If there is potential to finance with a lease transaction, by GE Healthcare Equipment Finance ("GE HEF") or otherwise, select lease)
  - \_\_\_\_\_ Cash/Third Party Loan\*      \_\_\_\_\_ GE HEF Lease      \_\_\_\_\_ GE HEF Loan
  - \_\_\_\_\_ Third Party Lease (Please identify the finance company): \_\_\_\_\_
- \*Please select Tax status of order:** \_\_\_\_\_ Exempt from Sales & Use Tax (Note: GEHC must have current Tax Exemption Certificate)  
 \_\_\_\_\_ Subject to Sales & Use Tax

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below:

**University Medical Center of Southern Nevada**

OEC Medical Systems, Inc., a GE Healthcare business



6/7/24

**Authorized Customer Representative** \_\_\_\_\_ Date \_\_\_\_\_

Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Chad W. Kendell, VP, Surgery Sales  
 Print Name and Title \_\_\_\_\_

Customer Purchase Order # \_\_\_\_\_



**Trade-in Addendum to GE Healthcare Quotation**

THIS ADDENDUM, dated 2024-06-07 between OEC Medical Systems Inc. ("GE Healthcare") and University Medical Center of Southern Nevada/ ("Customer"), is made a part of Quotation # 2010730161.6 dated 2024-06-07 ("Quotation") between GE Healthcare and Customer and modifies the Quotation as follows:

Customer warrants and represents to GE Healthcare that Customer has full legal title to the equipment listed below ("Equipment") and/or mobile vehicle in which the Equipment is contained ("Vehicle"), free and clear of all liens and encumbrances and conveys such title, and any registration and license documents (as applicable), to GE Healthcare effective as of the date of the removal or receipt by GE Healthcare of the Equipment and/or Vehicle (as applicable).

Equipment/Vehicle Mfr.	Model & Description	ID/Serial #	Quantity	Trade-In Amount
Orthoscan FD Pulse S/N: 5J0628			1.0	\$0.00
Orthoscan HD S/N: 5J0335			1.0	\$0.00
Orthoscan HD S/N: 5J0813			1.0	\$0.00
GE OEC 9900 9 inch S/N: E9-2518			1.0	(\$17,225.00)

In cases where GE Healthcare will be removing the Equipment, GE Healthcare will, at its expense, arrange for removal of the Equipment during Customer's normal business hours or on a mutually agreed schedule. Customer will be responsible for (i) any required rigging, construction or demolition expenses; (ii) any facility reconditioning (unless expressly stated otherwise in the Quotation); and (iii) providing GE Healthcare and/or its contractor(s) with timely, unrestricted access to remove the Equipment. Prior to removal or return to GE Healthcare (as applicable), Customer will ensure that the site where the Equipment is located and the Equipment itself are clean and free of bodily fluids. Customer must also inform GE Healthcare of work-area related safety risks to GE Healthcare employees. Until safety risks are appropriately addressed and the Equipment is removed or returned to GE Healthcare (as applicable), Customer is responsible for risk of loss and damage to the Equipment.

Customer is responsible for the proper management, transportation and disposal of the following materials that may be located at Customer's site in accordance with applicable legal requirements: radioactive sources; PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations.

Prior to removal or return to GE Healthcare (as applicable), Customer will remove all Protected Health Information ("PHI") (as defined by the Health Insurance Portability and Accountability Act) from the Equipment and agrees to indemnify GE Healthcare for any loss whatsoever resulting from any PHI that is not removed. The parties agree that GE Healthcare shall have no obligations whatsoever in connection with any PHI that is not properly removed from the Equipment by Customer.

If any of the conditions in this Addendum are not fulfilled, or if the Equipment is missing any components or is inoperable at the time of removal or return to GE Healthcare (as applicable), GE Healthcare may at its option reduce the trade-in amount or decline to purchase the Equipment. All other terms and conditions of the Quotation remain unmodified and in full force and effect.

Once this Addendum has been attached to the signed Quotation this Addendum shall be deemed executed by GE Healthcare and Customer effective as of the date set forth above.

University Medical Center of Southern Nevada

OEC Medical Systems Inc.

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

 Signature: Steven Love

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

Steven Love & Sales Ops Manager  
 Print Name & Title

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

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

 Date: 06/12/24





## 1. Warranty.

1.1. **Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. “Disabling Code” is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare’s standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided “AS IS” and is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at [www.gehealthcare.com/accessories](http://www.gehealthcare.com/accessories).

1.6. **Third Party Product.** Third Party Product is covered by the third party’s warranty and not GE Healthcare’s warranties.

1.7. **Subscription Products.** Unless otherwise specified, Products provided via Subscription do not include a warranty.

1.8. **SaaS Offerings.** Unless otherwise specified, SaaS Offerings do not include a warranty.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare’s then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer’s temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare’s instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED “AS IS”. GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare’s recommendations or instructions. GE Healthcare has no obligation to Customer for warranty claims for damages or deficiencies outside GE Healthcare’s reasonable control.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

## 4. Exceptions to Standard Warranty.

**Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems:** 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year on the wireless detector. This exception does not apply to the Artist Evo 1.5T and Premier Evo 3T upgrades which will have a full system one year warranty.

**Cyclotron and Radiopharmacy:** Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

**MR Systems:** Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

**Proteus XR/a, Definium and Precision 500D X-Ray Systems:** Warranty does not cover collimator bulbs

**Performix 160A (MX160) Tubes:** 3 years

**X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes:** 6 months

**X-Ray Wireless Digital Detectors:** In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer (“OEM”) guidelines, use that



causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

**Bone Mineral Densitometry:** Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

**OEC New or Exchange Service Parts:** 120 days

**OEC Tubes and Image Intensifiers:** 1 year

**HealthNet Lan, Advantage Review — Remote Products:** 3 months

**LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them:** 5 years

**LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them:** 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, LOGIQ V1/V2 Cart and Vivid IQ cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

**LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them:** 5 years

**Voluson P8 BT18 and newer, Voluson SWIFT, Voluson S8 Touch and Voluson S10 Expert, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 and related transducers purchased with them:** 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

**Ultrasound Partial System Equipment Upgrades:** 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

**Batteries:** 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

**CARESCAPE Monitors B450, B650 and B850** 3 years parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

**CARESCAPE ONE :** 3 year parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

**Micromodules:** 3 year parts, 1 year labor (i) repair services performed at GE Healthcare Repair Operations Center

**B40 Monitors:** 2 years parts, 1 year labor (excluding displays, which are standard)

**B105 B125, and B155 Patient Monitors:** 3 years with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

**Novii Wireless Patch System- Interface and Pods:** 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

**MAC 5, MAC 7, MAC 2000 and MAC 3500:** 3 years (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays

**CARESCAPE V100 and VC150 Vital Signs Monitors:** 2 years

**SEER 1000:** 2 years (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays

**Exergen:** 4 years

**Microenvironment and Phototherapy consumable components:** 1 month

**Corometrics® Fetal Monitoring:** Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

**Corometrics® Nautilus Transducers:** 2 years

**Lullaby Phototherapy System:** 3 years on lamp assembly

**Blood pressure cuffs and related adaptors and air hoses:** 1 month

**Anesthesia Monitor Mounting Solutions:** If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

**Tec 850 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years

**CARESCAPE Gateway:** 1 year

**CARESCAPE Bridge:** 1 year

**Vscan Air and Vscan Air Vet Warranty:** 3 years with the exception of the battery and peripherals which are covered for 1 year. Warranty covers defective parts and components and includes: (i) a replacement unit, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide additional battery and/or coverage for damage due to accidental dropping or mishandling



# GE Healthcare

This Addendum to Agreement ("Addendum") is made by University Medical Center of Southern Nevada with an address at 1800 West Charleston Boulevard, Las Vegas, NV 89102 ("Customer") and OEC Medical Systems, Inc. with an address at 384 Wright Brothers Drive, Salt Lake City, UT 84116 ("OEC or GE Healthcare"), parties to Quotation # 2010730161.6 dated June 7, 2024 ("Quotation", attached as Exhibit A) for the products and/or services listed on the Quotation in accordance with the terms and conditions identified in the Quotation ("Agreement").

The Agreement is amended as follows:

1. The fifth paragraph of the document entitled "Trade-In Addendum to GE Healthcare Quotation") is amended by modifying such paragraph to state as follows:

"Prior to removal or return to GE Healthcare (as applicable), Customer will remove all Protected Health Information ("PHI") (as defined by the Health Insurance Portability and Accountability Act) from the Equipment and agrees, to the extent not otherwise prohibited by the laws and constitution of the State of Nevada, to indemnify GE Healthcare for any loss whatsoever resulting from any PHI that is not removed. The parties agree that GE Healthcare shall have no obligations whatsoever in connection with any PHI that is not properly removed from the Equipment by Customer."

2. Except as set forth in this Addendum, the Agreement is unaffected and continues in full force in accordance with its terms. If there is a conflict between this Addendum and the Agreement or any other earlier amendment, the terms of this Addendum will prevail.

3. Customer's form of payment is:

Initial to indicate form of payment :  
 (If potential for a lease exists, GE HEF or otherwise, select lease)

Cash \*     Lease     GE HEF Loan

If leasing please provide name of finance company below:

\_\_\_\_\_

\*Selecting cash declines option for GE HEF financing  
 \*Cash is the default option if this Addendum is signed and the form of payment is not indicated above.

Initial to indicate tax status:

Exempt from Sales and Use Tax (Note: GEHC must have a Current Tax Exemption Certificate)

Subject to Sales and Use Tax\*

\*Subject to Sales and Use Tax is the default option if this Addendum is signed and the tax status is not indicated above.

The parties have caused this Addendum to be executed by their authorized representative as of the last signature date below.

**University Medical Center of Southern Nevada**

**OEC Medical Systems, Inc.**

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

Signature: Steven Love

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

Print Name: Steven Love

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

Title: Sales Ops Manager

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

Date: 06/11/24

**Exhibit A**

Quotation # 2010730161.6 dated June 7, 2024

Please see attached.

**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: 23</b>						
<b>Corporate/Business Entity Name:</b> GE Precision Healthcare LLC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		3000 N. Grandview Blvd		<b>Website:</b> www.gehealthcare.com		
<b>City, State and Zip Code:</b>		Waukesha, WI 53188-1615		<b>POC Name:</b>		
<b>Telephone No:</b>				<b>Email:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Fax No:</b>		
<b>City, State and Zip Code:</b>				<b>Website:</b>		
<b>Local Telephone No:</b>				<b>Local Fax No:</b>		
				<b>Local POC Name:</b> Brent Hirschi		
				<b>Email:</b> brent.hirschi@gehealthcare.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)
Stephen Kanovsky – Secretary	George Newcomb – Vice President	
Robert O’Keef – Vice President	Brian Montgomery - President	
Michael Diggins – Vice President, Construction Services		

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

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

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

<i>Brent D. Hirschi</i>	Brent D. Hirschi
Signature	Print Name
Healthcare Service Account Manager	4/30/2024
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>Laboratory Services Agreement and Patient Specimen Collection Services Agreement with Laboratory Corporation of America</b>	<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 Governing Board the Laboratory Services Agreement and Patient Specimen Collection Services Agreement with Laboratory Corporation of America; or take action as deemed appropriate. <i>(For possible action)</i></b></p>	

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000726300  
Description: Onsite Laboratory Services  
Bid/RFP/CBE: NRS 332.115(1)(b)  
Term: 1 year from Effective date  
Amount: NTE \$200,000.00  
Out Clause: 30 days w/o cause

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

**BACKGROUND:**

This request is to enter into a new Laboratory Services Agreement and Patient Specimen Collection Services Agreement (“Agreement”) with Laboratory Corporation of America (“LabCorp”) to have a LabCorp employee onsite at the Wellness Center to provide outpatient clinical laboratory testing services to HIV infected individuals. LabCorp will provide a reference specimen pick up and report delivery service to UMC on a daily basis Monday through Friday of each week. LabCorp shall make reasonable efforts to deliver or transmit results of a routine nature (general routine chemistries) to UMC within 24 hours of the time the specimen is received by LabCorp’s testing facility. LabCorp will provide, as part of its charges for the Services, such items, devices or supplies that are used solely to collect, transport, process or store specimens to be submitted to LabCorp for testing.

UMC will compensate Provider \$200,000.00 for one (1) year from the effective date. Either party may terminate this Agreement with a 30-day written notice to the other.

UMC’s Ambulatory Clinical Manager/Wellness 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  
June 20, 2024

Agenda Item #

**12**

LabCorp currently holds a Clark County business license.

# LABORATORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "CLIENT"), doing business at UMC Wellness Center with offices at 701 Shadow Ln, Las Vegas, NV 89106 and Laboratory Corporation of America (hereinafter referred to as "LABORATORY").

WHEREAS, LABORATORY is engaged in the business of providing reference clinical laboratory services (the "Services"); and

WHEREAS, CLIENT desires to contract with LABORATORY to provide reference clinical laboratory services for CLIENT, and LABORATORY desires to provide the Services described herein.

IT IS THEREFORE AGREED AS FOLLOWS:

## 1. TERM AND TERMINATION

This Agreement shall become effective on the date set forth above and shall continue in effect until terminated by either party. This Agreement shall have a term of one (1) year ("Term").

This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party thirty (30) days prior written notice to the address set forth in Section 12.

## 2. TESTING SERVICES

LABORATORY agrees to perform such Services for CLIENT as may be requested by CLIENT, if available, during the term of this Agreement. The Services shall include those tests listed in LABORATORY's current Directory of Services, as the same may be modified from time to time by LABORATORY and such additional services as the parties may agree to in writing.

The service area under this Agreement shall be the state of Nevada ("Service Area").

## 3. ADDITIONAL SERVICES

### A. SPECIMEN PICK UP AND REPORT DELIVERY

LABORATORY will provide a reference specimen pick up and report delivery service to CLIENT on a daily basis Monday through Friday of each week, except on holidays. For the purposes of this Agreement, holidays shall include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. LABORATORY shall make reasonable efforts to deliver or transmit results of a routine nature (general routine chemistries) to CLIENT within 24 hours of the time the specimen is received by LABORATORY's testing facility. LABORATORY shall make reasonable efforts to deliver or transmit results of tests performed on specimens of a special nature (special chemistries, tissues, etc.) to CLIENT within the times set forth in LABORATORY's then current turn-around-time schedule. LABORATORY shall report panic or critical values performed at LABORATORY facilities in a manner consistent with LABORATORY's standard policies and procedures.

### B. SUPPLIES

LABORATORY will provide, as part of its charges for the Services, such items, devices or supplies that are used solely to collect, transport, process or store specimens to be submitted to LABORATORY for testing.

### C. CONSULTATION

LABORATORY staff shall be available to consult with CLIENT by telephone during normal LABORATORY working hours to discuss LABORATORY's procedures and to provide the status of test results.

D. LABORATORY will provide, as an additional Service, on site specimen collection in accordance with CLIENT's requirements for on site Services set forth below in accordance with the terms of the Patient Specimen Collection Services Agreement entered by the parties with an effective date of **XX**.

E. CLIENT will provide space to LABORATORY at its Wellness Center to perform on-site blood draws as part of the Services; however, LABORATORY 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 provision of Services. Selection of the area provided shall be at the discretion of CLIENT.

F. LABORATORY must register through CLIENT's vendor management/credentialing system prior to arriving on-site at any of CLIENT's facilities.

G. LABORATORY's employees, agents, subcontractors and/or designees who do not abide by CLIENT's applicable written policies, attached hereto as Exhibit B, may be barred from physical access to CLIENT's premises. Notwithstanding any other provisions of this Agreement, in the event that compliance by LABORATORY with any of the policies or procedures of CLIENT would cause LABORATORY to be in non-compliance with its own policies and procedures, LABORATORY and CLIENT shall negotiate in good faith to determine a course of action and to resolve the inconsistencies between their respective policies and procedures. If after negotiating in good faith, LABORATORY and CLIENT are unable to determine an acceptable course of action and resolve the inconsistencies between their respective policies and procedures, either party may terminate this agreement by providing thirty (30) days prior written notice to the other party.

#### **4. FEES**

CLIENT agrees to pay, to the extent responsible for payment, for the Services provided under this Agreement the fees set forth in Exhibit A. For services sent to another reference laboratory for testing, CLIENT shall pay the greater of (a) the fees listed in Exhibit A and (b) the charges to LABORATORY for reference testing performed by the laboratory not owned by or affiliated with LABORATORY.

Notwithstanding the foregoing, CLIENT acknowledges that LABORATORY may develop and/or provide new technologies and/or new methodologies during the term of this Agreement. LABORATORY shall notify CLIENT when such technologies and/or methodologies are available and the fee associated with such technologies and/or methodologies. If, during the term of this Agreement, any nationally recognized professional medical association makes recommendations that establish or change a standard of care for testing, the parties will work in good faith to agree on an appropriate rate of payment for testing affected by the new or modified standard of care on a fee for service basis. If the parties cannot reach agreement, LABORATORY shall have the right to terminate this Agreement by giving thirty (30) days written notice to CLIENT.

#### **5. BILLING**

LABORATORY will submit to CLIENT a monthly itemized statement of Services rendered to CLIENT by LABORATORY for the prior month. Payment for Services is due thirty (30) days after the date of invoice. Failure to remit payment within said time may result, among other remedies available to LABORATORY, in the loss or reduction of CLIENT's discount and/or special prices on future Services or discontinuation of Service. If, as a result of such non-payment, LABORATORY reduces or removes any discount and/or special prices, the terms and prices contained in LABORATORY's current Fee Schedule shall become the Fees payable by CLIENT. LABORATORY may, at its option, reinstate any discount and/or special prices after CLIENT brings its balance current. Nothing in the foregoing shall waive any rights or remedies available to LABORATORY with respect to late payment by CLIENT.

CLIENT is solely responsible for ensuring that it is in compliance with all federal, state and local laws, rules and regulations applicable to billing, specifically including but not limited to any state-specific restrictions on the mark-up and/or disclosure of laboratory services and direct billing requirements for laboratory testing.

#### **6. BUDGET ACT AND FISCAL FUND OUT**

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Client for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Client's obligations under it

shall be extinguished at the end of any of Client's fiscal years in which Clients's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Client agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Client of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

**7. ACCREDITATION OF TESTING SITES**

The Services performed hereunder shall be performed at testing facilities to be selected by LABORATORY. LABORATORY's facilities are and shall remain duly licensed clinical laboratories under applicable federal, state and local law. Reasonable documentation of such credentials shall be provided upon written request.

**8. INSURANCE**

LABORATORY maintains comprehensive, general and professional liability insurance coverage. A copy of LABORATORY's Certificate of Insurance shall be provided to CLIENT upon written request.

**9. PREVENTION OF FRAUD, WASTE AND ABUSE**

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations ("HIPAA"), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections. LABORATORY has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to LABORATORY are in accordance with the requirements of the applicable federal and state laws.

**10. CHANGE IN LAW OR REGULATION**

Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or any other legal requirements or subsequent modifications by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating LABORATORY for Services performed for CLIENT or for any other party under this Agreement, or would materially increase the cost of LABORATORY's performance hereunder, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities and/or to reflect applicable changes in compensation necessitated by such legal requirements.

**11. NON-ASSIGNABILITY**

This Agreement may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld or delayed.

**12. NOTICES**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to LABORATORY at:

Laboratory Corporation of America  
7777 Forest Lane, Suite C-350  
Dallas, TX 75230  
Attention: Contracts Administrator

with a copy to:

Laboratory Corporation of America Holdings  
531 South Spring Street  
Burlington, North Carolina 27215  
Attention: Law Department

and to CLIENT at:

University Medical Center of Southern Nevada Wellness  
Center  
Account Number: 27822510

University Medical Center of Southern Nevada Wellness Center  
701 Shadow Lane, Suite 200  
Las Vegas, Nevada 89106, United States  
Attention: Office Manager

with a copy to:

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

### **13. INDEPENDENT RELATIONSHIP**

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between CLIENT and LABORATORY other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer or representative of the other.

### **14. COVERED ENTITY RELATIONSHIP**

Each of the parties represents and warrants to the other party, with respect to all protected health information (as that term is defined under the HIPAA privacy regulation, as amended from time to time), that it is a covered entity and not a business associate of the other party under the HIPAA privacy regulation and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing appropriate privacy and security policies, procedures, and practices and physical and technological safeguards and security mechanisms, all as required by, and set forth more specifically in, the HIPAA privacy regulations and the HIPAA security regulations.

### **15. FORCE MAJEURE**

Neither LABORATORY nor CLIENT shall be liable for any failure or inability to perform their respective obligations under this Agreement due to any cause beyond the reasonable control of the non-performing party, including but not limited to acts of God, regulations or laws of any government or agency (including government or agency mandated restriction or redistribution of supplies and/or personal protective equipment (“PPE”)), acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, pandemics (including supply, PPE and labor shortages caused therefrom or as a result thereof), quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control (collectively, a “Force Majeure Event”). If a party’s non-performance under this section extends for fourteen (14) days or longer, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party.

### **16. WARRANTY**

- A. CLIENT WARRANTS TO LABORATORY THAT NEITHER CLIENT NOR ANY OF ITS EMPLOYEES OR OWNERS HAVE BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID, TRICARE OR ANY OTHER FEDERAL OR STATE GOVERNMENT PROGRAM.
- B. LABORATORY WARRANTS TO CLIENT THAT NEITHER LABORATORY NOR ANY OF ITS EMPLOYEES OR OWNERS HAVE BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID, TRICARE OR ANY OTHER FEDERAL OR STATE GOVERNMENT PROGRAM.
- C. LABORATORY WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS.
- D. NO OTHER WARRANTIES ARE MADE BY LABORATORY.



E. IN NO EVENT SHALL LABORATORY BE RESPONSIBLE FOR ANY PUNITIVE DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF.

## **17. BENEFIT**

This Agreement is intended to inure only to the benefit of LABORATORY and CLIENT. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

## **18. NONDISCRIMINATION**

All Services provided by LABORATORY hereunder shall be in compliance with all applicable Federal and State laws, regulations and ordinances prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap, veteran status or any other protected class.

## **19. HEADINGS**

The headings in this Agreement are for convenience and reference only and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

## **20. ENFORCEABILITY/SEVERANCE CLAUSE**

The invalidity or unenforceability of any term or provisions of this Agreement in any jurisdiction shall not affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction. If any provision is held invalid by a court of competent jurisdiction, such shall be severed and the Agreement shall be interpreted as though the severed provision had not existed.

## **21. WAIVER**

No course of dealing between the parties or any delay on the part of either party in exercising any rights they may have under this Agreement shall operate as a waiver of any of the rights of the other party. No express waiver shall affect any condition, covenant, rule, regulation, right or remedy other than the one specified in such waiver and only for the time and in the manner specifically stated.

## **22. PUBLIC RECORDS**

Laboratory acknowledges that Client is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public to the extent required by applicable law. If Client receives a demand for such disclosure, copying or inspection of any information related to this Agreement that Laboratory has claimed to be confidential and proprietary, such as Laboratory's products, pricing, Clients, programs, services, business practices or procedures, Client will immediately notify Laboratory of such demand and Laboratory shall promptly notify Client of its intention to seek injunctive relief in a Nevada court for protective order. In the absence of such notification or a subsequent protective order by a Nevada court with jurisdiction over Client not to release the requested information, it will be released without any further obligation or liability by Client provided that such release or disclosure is expressly required by and in compliance with applicable.

## **23. ACCESS TO BOOKS AND RECORDS**

If the Services to be provided by LABORATORY hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), LABORATORY shall until expiration of four (4) years make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of LABORATORY that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

During the term of this Agreement, upon reasonable prior written request and during normal business hours, LABORATORY shall allow CLIENT reasonable access to LABORATORY records concerning the Services provided hereunder. CLIENT warrants and represents that it has obtained any necessary written consent from CLIENT patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

**24. USE OF NAME**

Neither party shall use the other’s name, trademark, logos, or otherwise refer to the other in any press release, marketing materials, advertisements or other broadcast or communication of any kind without first obtaining that party’s advance written consent. Any unauthorized use under this Section shall be considered a material breach of this Agreement.

**25. MODIFICATION**

This Agreement may only be modified in a writing signed by authorized representatives of each party.

**26. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter herein and is a complete statement of the terms thereof and shall supersede all previous understandings between the parties, whether oral or written with respect to the subject matter herein. The parties shall not be bound by any representation made by either party or agent of either party that is not set forth in this Agreement. Any applicable provisions required by federal, state, or local law are hereby incorporated by reference.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

LABORATORY:  
Laboratory Corporation of America

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

Print Name: Tim Weber, GM

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

CLIENT:  
University Medical Center of Southern Nevada Wellness Center

By: Mason Van Houweling, CEO

Print Name:

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

## EXHIBIT A

### FEES

Test #	Test Name	Price
322758	Basic Metabolic Panel (8)	\$2.70
005009	CBC With Differential/Platelet	\$2.04
977709	CBC/Diff Ambiguous Default	\$2.04
505271	CD4/CD8 Ratio Profile	\$16.31
183194	Chlamydia/GC Amplification	\$18.02
322000	Comp. Metabolic Panel (14)	\$3.01
006627	C-Reactive Protein, Quant	\$3.20
183036	Cryptococcus Ag Titer, Serum	\$14.72
183025	Cryptococcus Antigen, Serum	\$12.27
188698	Ct/GC NAA, Pharyngeal	\$18.02
188672	Ct/GC NAA, Rectal	\$18.02
996660	Drawing Fee	\$5.02
303754	Electrolyte Panel	\$2.50
551704	GenoSure PRIme(R)	\$485.02
551707	GenoSure PRIme(R) Interp	\$200.02
006510	HBsAg Screen	\$2.37
551610	HBV Real-Time PCR, Quant	\$73.33
144050	HCV Antibody RFX to Quant PCR	\$5.21
550123	HCV FibroSure	\$90.02
550475	HCV Genotyping Non Reflex	\$79.02
550080	HCV RT-PCR, Quant (Non-Graph)	\$50.02
550362	HCV RT-PCR, Quant (Non-Graph)	\$55.02
550644	HCV RT-PCR, Quant (Non-Graph)	\$55.02
001453	Hemoglobin A1c	\$2.30
006734	Hep A Ab, IgM	\$4.72
006726	Hep A Ab, Total	\$5.02
016881	Hep B Core Ab, IgM	\$3.52
006718	Hep B Core Ab, Tot	\$5.02
006395	Hep B Surface Ab, Qual	\$5.02
322755	Hepatic Function Panel (7)	\$2.65
102525	Hgb A1c with eAG Estimation	\$2.30
083962	HIV-1/HIV-2 Qualitative RNA	\$55.02
083964	HIV-1/HIV-2 Qualitative RNA	\$55.02
083966	HIV-1/HIV-2 Qualitative RNA	\$55.02
083940	HIV 1/2 Ab Differentiation	\$32.39
083935	HIV Ab/p24 Ag with Reflex	\$6.97
551781	HIV GSArchive	\$270.41
551782	HIV GSArchive Interp	\$200.02
006926	HLA B5701 Test	\$62.52
163006	HSV-2 IgG Supplemental Test	\$57.02
164922	HSV 1 and 2-Spec Ab, IgG w/Rfx	\$20.02
303756	Lipid Panel	\$3.69
235010	Lipid Panel With LDL/HDL Ratio	\$3.69

221010	Lipid Panel w/ Chol/HDL Ratio	\$3.69
551920	PhenoSenseGT(R) plus Integrase	\$1,044.69
004036	Pregnancy Test, Urine	\$6.02
082361	PrEP: RPR	\$1.65
550503	Quant, RNA PCR	\$55.02
182879	QuantiFERON-TB Gold Plus	\$40.02
006460	Rapid Plasma Reagin, Quant	\$3.02
550880	RealTime Abbott	\$106.02
322777	Renal Panel (10)	\$2.80
550420	RNA, Real Time PCR (Graph)	\$60.02
550430	RNA, Real Time PCR (Non-Graph)	\$50.02
006099	RPR	\$1.65
012021	RPR Qn+TP Abs	\$4.91
012005	RPR, Rfx Qn RPR/Confirm TP	\$1.65
005215	Sedimentation Rate-Westergren	\$2.04
S00001	Sensitivity Organism #1	\$5.02
S00002	Sensitivity Organism #2	\$5.02
S00003	Sensitivity Organism #3	\$5.02
S00004	Sensitivity Organism #4	\$5.02
S00005	Sensitivity Organism #5	\$5.02
001975	T4F	\$2.46
082345	T pallidum Screening Cascade	\$4.91
004226	Testosterone	\$3.00
144980	Testosterone, Free, Direct	\$3.34
140103	Testosterone,Free and Total	\$6.54
006478	Toxoplasma gondii Ab, IgG	\$5.31
004259	TSH	\$3.73
349829	TSH Rfx on Abnormal to Free T4	\$3.73
003772	Urinalysis, Complete	\$3.02
003038	Urinalysis, Routine	\$2.02
008847	Urine Culture, Routine	\$6.79
008851	Urine Culture,Prenatal, w/GBS	\$6.79
998205	Vendor Phlebotomy Fee	\$5.02
998085	Venipuncture	\$5.02
081950	Vitamin D, 25-Hydroxy	\$7.97

For the Services ordered by CLIENT and performed by LABORATORY that are not set forth above, CLIENT agrees to pay the fees set forth in LABORATORY's current Professional Fee Schedule, as modified from time to time by LABORATORY, less a 72% discount on all discountable items. LABORATORY reserves the right to add any Service to the non-discountable list.



## **Ethics Committee Consultation, Initiation**

### **2. Owner of Policy:**

Director of Medical Staff Services

### **3. Effective Date 10/1996**

**Revised** 9/2005, 7/2008, 1/2010,4/2014,  
9/2017, **09/2021**

### **4. Responsible Department**

Medical Staff Services

### **5. Scope**

**Organizational Wide**

### **6. Purpose**

To facilitate the prompt and appropriate access to University Medical Center's Ethics Committee and promote positive patient outcomes.

### **7. Policy**

When difficult situations arise wherein Members of the staff are concerned about the correct and appropriate course of care to follow, or where there are major conflicts among the patient, family or care givers, the Ethics Committee may convene for a special meeting to be a resource and give assistance to those charged with decision making.

Any recommendation resulting from an Ethics Committee consultation is merely advisory. The consultation is intended to enhance and in no way replace the patient/family/physician relationship.

### **COMPOSITION:**



The Ethics Committee will be appointed by the Chief of Staff, in consultation with the CEO, on a semi-annual basis consisting of the following voting Members: Six (6) members of the active staff, one (1) member of the resident staff from each program, two (2) lay representatives from the community, one (1) from clergy, and two (2) members of the Nursing staff. The Committee will meet on an ad hoc basis to address specific situations concerning ethical matters and questions regarding patients' rights.

## **8. Procedures**

1. When a situation arises where a Member of the Medical & Dental Staff, Nursing staff, Advanced Practice Professional staff of this hospital, a patient or family member of the patient, a person having durable power of attorney for the patient, or other committees of the Medical and Nursing staffs of the hospital (anyone involved in the care of the patient) feel a meeting of the Ethics Committee would be beneficial, that person may:
  - A. Contact the attending physician, who in turn may contact either the Chairperson of the Ethics Committee to discuss it, OR
  - B. Contact the Medical Staff Services Office (extension 2620).
  - C. If neither the Chairperson nor Vice Chairperson are available, the Chief, Vice Chief or former Chief of Staff or designee may be contacted for further consideration of the issue and/or to Chair the meeting.

To determine the availability of the Chairperson, the individual or referring physician may contact Medical Staff Services (extension 2620) Monday through Friday. On evenings, weekends, and holidays that person may contact the On Duty Administrator or ACNO (page 77 then 6333 or email ODA@umcsn.com).

2. The referring physician or individual, and the Chairperson or designee, after discussing the case, may decide the case does not raise an issue appropriate for the Ethics Committee review, or the decision may be made to refer the case to the full committee. A special (situational) meeting of the committee may be convened by and at the sole discretion of the Chairperson or designee in collegial consultation with the physician or appropriate designee.
3. If a situational meeting is to be convened, the Chairperson or designee then notifies Medical Staff Services and a mutually convenient time and place is

arranged for the meeting.

4. In situations where the Attending Physician is not aware of the requested consultation, then he/she will be contacted, advised of the situational meeting and invited to attend by the Chairperson or designee.
5. The Chairperson or designee then notifies the Medical Staff Services Office representative who will make the necessary arrangements for a meeting and notify the Committee Members of the time, date, and location of the meeting. A list of Committee Members is maintained by the Medical Staff Services Office. At least one physician member must be in attendance. The Chairperson or designee may also call upon the assistance of other specialists or hospital staff as the case requires. The individual referring the case for consultation must be present at the time of the situational meeting. The patient's nurse or designee must be present with the patient's medical chart. The Case Manager and Social Services are also invited to attend. Family members/significant others may be invited, but are not required to attend.
6. At the meeting, a representative from Medical Staff Services will take minutes of the situational meeting.
7. The Chairperson or designee outlines the format and reminds the attendees of the procedure, confidentiality and respect for the subject matter in the meeting.
8. If there is a disagreement among the Members of the situational ethics team, the Chairperson or designee may appoint additional team members to review the case.
9. Requests accepted by the Committee will be finalized with a written consultation completed by the Chairperson or designee who conducted the meeting, which is documented in the EHR.
10. Minutes from the previous situational Ethics Committee meetings will be presented to the full committee at the next situational scheduled meeting of the Ethics Committee or at the next adhoc meeting.
11. A precedent file will be established and maintained in the Medical Staff Services office by incorporating prior case reviews conducted by the Ethics Committee.



## **MONITORING:**

All minutes of the Ethics Committee meeting will be submitted to the Medical Executive Committee.

## **9. Definitions**

## **10. References**

Policy I-6.9 Categorization of Patient

Policy I-6.10 Withholding or Withdrawing Medical Treatment

## **Approval**

Hospital Policy/Procedure Committee – Sept 1, 2021

Quality and Patient Safety Committee – Sept 14, 2021

MEC – Sept 28, 2021





# 2022 CODE OF CONDUCT



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## Introduction



### Introduction

***Why Have a Code of Conduct? To promote conduct that is honest, ethical and legal.***

UMC has adopted this Code of Conduct (also referred to as the “Code”) to provide standards and guidance by which employees, members of the medical staff, fellows, residents, students and other individuals affiliated with UMC will conduct themselves (collectively referred to as “Workforce Members”).

All Workforce Members should strive to protect and promote patient’s rights, quality of care, Hospital-wide integrity, ethical business practices and fulfillment of our Mission, Vision and Values.

This Code of Conduct is a fundamental part of UMC’s Compliance Program, and works together with UMC’s Mission, Vision and Value statements and our Compliance Policies and Procedures.

It is important for all Workforce Members to understand personal obligations under this Code of Conduct. The Code does not cover every situation one may encounter. Instead, the Code contains principles that are intended to guide Workforce Members in making ethical decisions in carrying out duties for or on behalf of UMC.

All Workforce Members share in the responsibility to uphold the principles of compassion, accountability, integrity and respect that are fundamental to this Code of Conduct.

***If, at any time, you have questions, comments or suggestions regarding the Code of Conduct or your responsibilities under the Code, please call the UMC Compliance Officer at (702) 383-6211.***



### **Our Mission**

To serve our community by providing patient-centered care in a fiscally responsible and learning focused environment.

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### **Our Vision**

To be the premier academic health center.

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### **Our Values**

Compassion  
Accountability  
Integrity  
Respect

## Code of Conduct Principles



Providing the best in patient care and promoting community health requires the efforts and commitment of all UMC Workforce Members. It is an expectation that UMC will provide high quality patient care, in a compassionate manner and in a safe environment. Each UMC Workforce Member should be committed to this expectation, even if such Workforce Member does not provide direct patient care.

**Reporting Concerns.** Workforce Members should report any incident of patient care or safety that does not appear to meet UMC's standards of care. Reports should be made through the Patient Safety Net website.

In the event a patient approaches a Workforce Member with an issue pertaining to patient care or other standards, he/she should assist such patient in communicating such concerns to UMC's Center for Quality and Patient Safety department.

**Direct Care Providers.** Workforce Members who are directly involved in patient care must have the proper credentials, skill, expertise and competency to care for such patients. Each Workforce Member should promptly and efficiently fulfill any personal responsibility he/she may have concerning the delivery of patient care and compliance with applicable standards of care. Care must be medically necessary, appropriate to the situation, safe and in conformity with applicable standards of care. As appropriate, the patient's family should be kept informed of important aspects of the patient's care.

**Patient Rights.** Every patient is entitled to receive a copy of their patient rights. Workforce Members should become familiar with patient rights and, as appropriate, are encouraged to help patients and their families understand their rights as well. Examples of patient rights include, but are certainly not limited to, informed consent to treatment, participation in decision-making, non-discrimination and confidentiality.

**Emergency Care.** UMC provides emergency care to patients in accordance with state and federal law, including The Emergency Medical Treatment and Labor Act (EMTALA) and the relevant regulations published by the Centers for Medicare and Medicaid Services ("CMS") to implement EMTALA. UMC provides emergency care to patients regardless of the patient's ability to pay and without delay.

## Code of Conduct Principles



**Patient Care Standards/Policies.** UMC maintains extensive policies and procedures concerning patient care and rights. All Workforce Members are to refer to the policies and procedures that relate to their UMC work-related obligations, which are available from their department supervisor and on UMC's Intranet.

### **Workplace Conduct**

UMC works diligently to foster a safe, professional, cooperative and creative workplace for all Workforce Members, and to comply with all health and safety laws and regulations governing the workplace.

Workforce Members will strive to work collaboratively with colleagues and communicate respectfully to and about others in a positive manner.

Workforce Members are expected to become familiar with and understand UMC's policies and procedures developed to promote the protection of the workplace and to observe all posted notices, warnings and regulations.

Workforce Members shall comply with UMC's policy of a smoke and drug/alcohol free workplace. Workforce Members will comply with UMC's policies regarding drugs and alcohol use.

### **Non-Discrimination**

UMC believes that the fair treatment of Workforce Members, patients and others is vital to the fulfillment of its Mission, Vision and Values.

## Code of Conduct Principles



Workforce Members shall treat all persons and patients who come to UMC with respect and shall not discriminate or harass in any manner any person on the basis of race, color, religion, sex, sexual orientation, gender and/or gender identity expression, marital or parental status, national origin, ethnicity, citizenship status, veteran or military status, age, disability or source of payment with respect to patients.

UMC does not discriminate against any members of its workforce based on the individual's race, color, religion, sex, age, national origin, disability status, sexual orientation, or gender identity or expression, marital, veteran status, or any other classification protected by law. All allegations of discrimination and/or harassment shall be promptly investigated in accordance with applicable UMC policies and procedures.

### **Compliance with Federal, State and Local Laws and Regulations**

UMC strives to ensure that all activity by or on its behalf complies with applicable laws and regulations. To foster this compliance, all Workforce Members should familiarize themselves with the laws and regulations relating to the Workforce Member's position. Workforce Members who have management or supervisory positions should also seek out professional development opportunities that will help them carry out responsibilities.

Workforce Members who are licensed professionals should be familiar with the legal requirements associated with their licenses and should have an understanding of what actions constitute professional misconduct and should avoid such actions.

The Compliance Officer will develop educational programs to help Workforce Members understand certain compliance related laws and regulations. If at any time, an Workforce Member has questions, the Compliance Officer can serve as a resource.

### **Health Care Fraud , Waste and Abuse Prevention**

One of the primary goals of UMC's Compliance Program is to prevent and detect fraud, waste and abuse. Health care decision-making must be based upon the patient's medical needs, and must not be based upon financial benefits to UMC, Workforce Members (including medical staff), or that of any other entity or individual. UMC is committed to this principle.



## Code of Conduct Principles



UMC and its Workforce Members may not give, receive, offer or ask for anything of value in exchange for referring patients, products, or services. This includes accepting anything of value for purchasing, leasing, ordering, arranging for, or recommending a particular product or service.

UMC shall ensure that its relationships with Physicians satisfy the rules concerning the prohibition against physician self-referral (both the Federal Stark law and applicable Nevada state law). In addition, UMC shall routinely screen Workforce Members, clinicians and vendor's for their eligibility and/or exclusion with Medicare and all Medicaid programs.

UMC and its Workforce Members must not submit false or fraudulent or misleading claims to any payer, including Medicare, Medicaid, or other government or commercial third party payers. Such prohibited claims include claims for services not rendered, claims which characterize the service differently than the service actually rendered, or claims which do not comply with payer requirements. Furthermore, no one may make false representations to any person or entity for purposes of participation in a health care benefits program or to get a claim paid. UMC shall report, repay and address the system/process issues in regards to overpayments submitted to these programs.

Workforce Members must report suspected or actual fraud and/or abuse activities by calling the Compliance Office (702) 383-6211 or the Compliance Hotline (888) 691-0772. See the "Responsibility for Reporting" Section of this Code of Conduct for more details. UMC does not retaliate against anyone who reports in good faith suspected or actual fraud, waste and abuse or other concerns.

### **Coding and Reimbursement**

UMC promotes full compliance with all relevant billing and claims reimbursement requirements.

All persons who are involved in any aspect of the Hospital's coding, billing and claims submission processes must be appropriately trained and prepared for their responsibilities, including without limitation appropriate training with respect to the requirements of the Medicare and Medicaid programs.

## Code of Conduct Principles



UMC only bills for services actually rendered as reflected in the medical documentation.

### **Accurate and Truthful Documentation**

Workforce Members who are responsible for documenting in patient records, financial records or other UMC business records must perform their duties accurately, truthfully, completely and in a timely manner. All patient records, financial and accounting reports, research reports, expense accounts, time sheets and any other documentation must accurately and clearly represent the relevant facts and the true nature of a transaction. No one may alter or falsify information on any UMC record or document. Workforce Members who suspect inaccurate documentation and/or record keeping must notify their supervisor and/or the Compliance Officer or Hotline.

### **Record Retention and Destruction**

All Workforce Members must protect the integrity of UMC's documents and records to ensure that records are maintained in accordance with regulatory and legal requirements, and for the required length of time. All records, both medical and business, shall be retained in accordance with Federal and State laws. Records and documents which include both written and computer based information such as e-mail or computer files on disk or tape, shall be retained and destroyed in accordance with UMC policy and procedures.

### **Confidentiality**

UMC has in its possession a broad variety of confidential, sensitive and proprietary information, which if inappropriately released, could be harmful to individuals, our business partners and to UMC itself. Therefore, Workforce Members should always safeguard confidential information concerning patients, Workforce Members, and business matters in accordance with UMC's policies and procedures and relevant state and federal law. Each Workforce Member must always respect and maintain the privacy of confidential information, even after they are no longer affiliated with UMC.

## Code of Conduct Principles



Workforce Members should become familiar with their department's specific policies and procedures in addition to hospital-wide policies, such as the Notice of Privacy Practices as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Workforce Members must also treat as confidential, the personal information pertaining to any Workforce Members.

Generally, an Workforce Member should only access and use the information necessary to perform their work-related responsibilities and should only disclose information as authorized to others having an official need to know. If questions arise regarding an obligation to maintain the confidentiality of information or the appropriateness of releasing information, Workforce Members should seek guidance from their supervisor. Supervisors in turn should seek guidance from an appropriate UMC administrator or the Privacy Officer.

### **Conflict of Interest**

A conflict of interest may occur if a Workforce Member's outside activities or personal financial interests influence or appear to influence the Workforce Member's ability to make objective decisions in the course of the Workforce Member carrying out his/her UMC responsibilities and obligations. Workforce Members should always avoid such conflicts of interest.

A Workforce Member should never use his/her position to profit personally or to assist others in profiting at the expense of UMC.

UMC requires certain Workforce Members to disclose financial interest that they or their immediate family members may have that would interfere or affect their responsibilities for on behalf of UMC. Workforce Members should refer to the applicable UMC policy for more details concerning conflicts. Available on UMC policies and procedures.

### **Provider/Hospital Business Relationships and Referrals**

Any business relationship or arrangement between UMC and a physician, physician entity or other healthcare provider must be structured to ensure compliance with all legal requirements, including, but not limited to, fraud and abuse laws and regulations, and to avoid jeopardizing UMC's tax-exempt status as a not-for-profit entity. Such relationships and arrangements must be documented in writing, signed by the parties and subject to review and approval by the

## Code of Conduct Principles



appropriate UMC administrative staff and legal counsel.

UMC does not pay for patient referrals. UMC's acceptance of patient referrals and admissions is based on the medical needs of the patient and its ability to provide needed services. All Workforce Members are prohibited from paying or offering to pay, directly or indirectly, for referral of patients. In addition, UMC will not accept payments for the referrals it makes to a provider, nor take into account the volume or value of referrals that the provider has or may make to the Hospital. No Workforce Member shall accept or solicit any payment or item of value, directly or indirectly, for referrals of patients to UMC.

### **Protection of UMC Assets**

Workforce Members must strive to preserve UMC's assets, including equipment, materials, supplies, time and information, and to protect assets from loss, damage, theft, misuse, and waste.

Workforce Members must not remove UMC's equipment, materials and supplies from the premises for personal use and must only use such assets as authorized under UMC policy.

Workforce Members whose responsibilities include the management of departmental funds shall maintain internal controls and record keeping and shall exercise appropriate oversight. Any use of UMC's resources for personal financial gain unrelated to Hospital business is not permitted.

Workforce Member's use of travel expenses must be consistent with their job responsibility and UMC's needs and resources. They are expected to follow all UMC policies related to travel and exercise reasonable judgment in incurring travel expenses. They shall provide sufficient documentation for purposes of reimbursement.

As mentioned, time is also an asset. Workforce Members shall report time and attendance accurately and shall use their work time productively.

### **Gifts and Gratuities**

UMC employees are considered public employees and are subject to not only federal and state

## Code of Conduct Principles



regulations, but are also subject to the provisions outlined by the Nevada State Ethics Commission. They are also subject to all UMC policies and provisions relating to vendor relations, gifts and gratuities as outlined in the UMC Vendor relations policy found via the "Policies & Procedures" link on the UMC main intranet webpage.

Soliciting gifts or gratuities of any kind, whether cash, like cash, travel, monetary, material, meal or any other type is not permitted.

Employees are also prohibited from soliciting or accepting compensation, tips, personal gratuities or any gifts from patients or their family members. If a patient or another individual wishes to present a gift, he/she should be referred to the appropriate administrator for guidance or to the UMC Foundation.

The acceptance of gifts, gratuities, compensation or remuneration of any kind from vendors is governed by UMC vendor relations and conflict of interest policies found via the "Policies & Procedures" link on the UMC main intranet webpage. Employees are required to be familiar with and adhere to these policies.

Workforce Members must report any inappropriate conduct to their supervisor and/or the Compliance Officer.

### **Tax Exempt Status**

UMC is a not-for-profit organization and has certain legal and ethical responsibilities. Importantly, UMC is obligated to engage in activities that support its charitable purposes and to ensure that its resources are used in a manner that furthers the public good rather than the private or personal interests of any individual. As a result, UMC will only enter into compensation arrangements that reflect fair market value for the service or item. In addition, UMC will accurately report tax payments and will file all tax information and returns in a lawful manner.

### **Political/Lobbying Activity**

## Code of Conduct Principles



Participation by UMC in a political campaign or lobbying could jeopardize the Hospital's status. Therefore, Workforce Members may not use UMC's funds, time, equipment or other assets to campaign for or against any political candidate, or to engage in a lobbying activity. This includes contributing t-shirts, hats or any other tangible item that includes the UMC logo.

Workforce Members may participate in or contribute to, a political/lobbying activity of their choosing as a private citizen, but not as a UMC representative.

UMC, where its experience may be helpful, may publically offer recommendations concerning legislation or regulations being considered utilizing the established approved provisions as set out by the State of Nevada. In addition, UMC may analyze and take public positions on issues that have a relationship to the operations of the Hospital when our experience contributes to the understanding of such issues.

UMC has many contacts and dealings with governmental agencies and officials. UMC and its Workforce Members shall conduct all such contacts and transactions in an honest and ethical manner. No one shall attempt to influence the decision making process of government agencies or officials by an improper offer of any benefit. Workforce Members should immediately report any suspected or actual improper requests or demands by a government agency or official to the Compliance Officer.

UMC, at the request of the Workforce Member, will maintain the confidentiality of the reporting Workforce Member to the extent possible, consistent with its obligations to investigate the Workforce Member's concerns and take necessary corrective action. Anonymous reporting is available. However, the Hospital may be unable to provide feedback if anonymous reports are made.

Workforce Members who fail to report suspected or actual violations are themselves violating this Code and our Compliance Program and may be subject to discipline, which could result in termination from employment or affiliation with the Hospital.

### **Fair Competition**

UMC strives to ensure that all activity by or on its behalf complies with laws governing fair competition (these laws are also known as antitrust laws). These laws prohibit certain activity that could give an organization an unfair business advantage over a competitor. Examples of prohibited unfair competition activities include: agreements to fix prices, bid rigging, collusion

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with competitors, boycotts, certain exclusive dealing and price discrimination agreements, bribery, deception, intimidation and similar unfair practices. Workforce Members must not engage in prohibited unfair competition activities and must seek advice from the Compliance Officer when confronted with business decisions which might violate these laws.

### Marketing

UMC may use marketing and advertising activities to educate the public, provide information to the community and increase awareness of Hospital services. UMC will present only truthful, informative information in these materials and announcements. UMC will abide by all state and federal regulations, such as the Stark Law and Anti-Kickback statutes related to the Hospitals use of marketing and HIPAA.

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### Prescription Drugs and Controlled Substances

UMC is committed to the safe and legal handling of all drugs and controlled substances. Workforce Members having responsibility for, or access to, prescription drugs, controlled substances, over-the-counter drugs, or any street-valued medical supply (hypodermic needles for example) shall maintain the highest possible professional and ethical standards with regards to such drugs and supplies. Workforce Members should become familiar with the laws, internal policies, and patient care standards that govern their work with these substances and supplies. Drugs must only be provided upon an order of a licensed provider who is authorized by the State of Nevada to write prescriptions. Workforce Members shall take care to keep drugs secured at all times and not available to individuals who do not have a prescription. Workforce Member must follow UMC policy and procedures for handling outdated or unused drugs. Workforce Members must immediately report any inappropriate distribution or diversion of drugs or supplies, or theft/loss of prescriptions, to their supervisor or the Compliance Officer.

### Environmental Health and Safety

UMC shall manage and operate its business in a manner that respects our environment and conserves natural resources. Workforce Members shall comply with the UMC's safety and health policies to help ensure that patients, visitors, the workforce and others are protected from unnecessary risks and unsafe conditions.

For example, Workforce Members shall dispose of all waste in accordance with applicable laws and regulations and shall strive to utilize resources appropriately and efficiently, including recycling where possible. Workforce Members shall immediately report suspected violations of an environmental or occupational health and safety law and shall work cooperatively with the appropriate authorities to remedy any environmental contamination that may occur in the workplace.



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### Scientific and Clinical Research

UMC supports clinical research. In this regard, UMC is firmly committed to adhering to the basic ethical principles underlying the acceptable conduct of research involving human subjects, as set forth in The Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects of Research. These three principles, respect for persons, beneficence, and justice are particularly relevant to the protection of human subjects in biomedical and behavioral research, and are the accepted requirements for the ethical conduct of such research.

- **Respect for persons** involves recognition of the personal dignity and autonomy (self-rule) of individuals, and special protection of those persons with diminished autonomy.
- **Beneficence** entails an obligation to protect persons from harm by maximizing anticipated results and minimizing possible risks of harm.
- **Justice** requires that the benefits and burdens of research be distributed fairly.

Workforce Members who are involved in proposing and/or conducting research activities will ensure that their work is conducted with the highest ethical standards in accordance with federal, State of Nevada and local laws and regulations, and applicable Hospital policy and procedures, including those from UMC's Institutional Review Board ("IRB"). Workforce Members must always document accurately, truthfully and completely and must never make up and/or falsify research data or results. Workforce Members who have concerns or questions regarding a research activity should contact their supervisor, the Director of Clinical Research and Compliance or UMC's IRB Administrator.



## Code of Conduct Principles



### **Government Investigations, Accreditations and Surveys**

UMC and Workforce Members shall cooperate fully and promptly with appropriate government investigations into potential violations of the law and to the efforts of our accrediting and surveying agencies. Governmental and/or agency inquiries or requests should be promptly referred to the Compliance Officer or General Counsel, depending on the circumstance.

UMC promptly and thoroughly investigates reports of suspected illegal activities or violations of the Compliance Program or this Code of Conduct. Workforce Members must cooperate with such investigations and may not take actions to prevent, hinder or delay discovery and full investigation. For example, Workforce Members must never alter or destroy records or documents requested in the course of an investigation, nor shall Workforce Members make a false or misleading statement on such documents or to an investigator. Also, Workforce Members must never pressure any person to provide false information to, or to hide information from an investigator.

### **Responsibility for Reporting**

Compliance is everyone's responsibility. Therefore, all Workforce Members are required to report their good faith belief of any suspected or actual violation of the Code of Conduct, the Compliance Program, other Hospital policies or applicable law. Sometimes it is unclear whether a particular activity or situation may be a violation of the Code or the Compliance Program. When this happens, Workforce Members should contact their supervisors or the Compliance Officer.

Reports of suspected or actual violations can be made in a number of ways as described below:

- Orally or in writing to the Workforce Member's director/supervisor
- By calling the Compliance Officer at 702-383-6211, or the Compliance Hotline at 888-691-0772; and/or
- By e-mailing or sending a written concern or complaint to the Compliance Officer

UMC, at the request of the Workforce Member, will maintain the confidentiality of the reporting Workforce Member to the extent possible, consistent with its obligations to investigate the Workforce Member's concerns and take necessary corrective action.

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Anonymous reporting is available. However, the Hospital may be unable to provide feedback if anonymous reports are made.

Workforce Members who fail to report suspected or actual violations are themselves violating this Code and our Compliance Program and may be subject to discipline in accordance with UMC published disciplinary or sanction policies, which could result in termination from employment or affiliation with the Hospital.

### **Non-Retaliation**

UMC is committed to fostering a workplace that is conducive to open discussion by its Workforce Members of its business and clinical practices. To promote an open culture, the Hospital has adopted a strict non retaliation policy to protect its Workforce Members. Accordingly, there will be no retaliation in the terms and conditions of employment or affiliation as a result of an Workforce Member's good faith reporting of a violation or suspected violation. Any manager, supervisor or other Workforce Member who commits or condones any form of retaliation will be subject to discipline up to, and possibly including, termination. For more information regarding applicable non-retaliation and whistleblower protection laws, please refer to UMC's hospital wide policy #I-152.

### **Enforcement of the Code of Conduct**

Workforce Members must understand that they will be subject to discipline for violations of this Code of Conduct, up to an including termination of employment or affiliation with UMC. The specific disciplinary action depends upon the nature and severity of the violation. UMC imposes sanctions in a consistent manner in accordance with UMC policy and procedures.

Examples of violations of the Code which could result in disciplinary action include:

- Participating in activities that violate the Code;
- Encouraging others to violate the Code;
- Failing to report suspected violations of the Code; and
- For Workforce Members who are supervisors, managers, directors, administrators or officers, failing to detect violations of the Code, if such violation should have been discovered in the reasonable course of the Workforce Member's job responsibilities.


**THANK YOU!!!!**

As a UMC employee, we appreciate the time you have taken to read the UMC Compliance Program Code of Conduct and for fully committing yourself to upholding the ethical principles of UMC.

We know that each of you set the example and tone for fellow employees at all levels.

Thank you for being a part of a committed team!

Rani Gill, CHC  
Compliance Officer  
University Medical Center of Southern Nevada

	<p><b>POLICY TITLE: Vaccination of Healthcare Workers for COVID - 19</b></p>
<p><b>MANUAL:</b> Infection Prevention/Control</p>	<p><b>POLICY OWNER:</b> Employee Health</p>
<p><b>ORIGINATION DATE:</b> 9/2021</p>	<p><b>FINAL APPROVAL DATE:</b> 5/2022</p>

**SCOPE:**

This Policy shall apply to all healthcare workers entering, accessing, or performing services within facilities operated by the University Medical Center of Southern Nevada (“UMC”). For the purposes of this Policy, the term healthcare workers shall be interpreted as including, without limitation, all UMC employees; licensed practitioners; students, trainees, and volunteers; and individuals who provide care, treatment, or other services for the hospital and/or its patients, under contract or by other arrangement (“Healthcare Worker(s)”).

**PURPOSE:**

Authorized vaccines for COVID 19 are readily available and provide a safe and effective tool in reducing the spread of infection and serious disease. Hospitals and other healthcare facilities are particularly high-risk settings where COVID-19 outbreaks can have significant consequences for personnel, patients, and vulnerable populations. Unvaccinated individuals pose an increased and significant risk of substantial harm to the health and safety of vulnerable patients and personnel within such high-risk settings. Accordingly, the purpose of this Policy is to require that all UMC Healthcare Workers receive an authorized COVID 19 vaccine to protect all patients, personnel, and others from the known and substantial risks posed by the COVID 19 virus.

**POLICY:**

A. Mandatory Vaccination of Healthcare Workers

All Healthcare Workers must submit proof of full vaccination against the COVID 19 virus prior to providing any care, treatment, or other services for UMC hospital and/or its patients. For the purposes of this policy, a Healthcare Worker is considered fully vaccinated upon receipt of either:

- (i) a second vaccine dose in a 2-dose vaccine series (e.g. Pfizer-BioNTech or Moderna vaccines); or
- (ii) one dose of a single-dose vaccine (e.g. Johnson and Johnson (J&J)/Janssen vaccine).

Healthcare Workers may demonstrate proof of vaccination by submitting (i) a copy of vaccination card issued by the U.S. Centers for Disease Control and Prevention (“CDC”) (or foreign equivalent); (ii) official documentation via a State or other governmental vaccine registry; or (iii) other documentation deemed by UMC as sufficient evidence of vaccination. UMC employees should submit their proof to UMC Employee Health Services. Healthcare Workers who are not employees of UMC should submit proof of vaccination to the UMC Department to which they report.



**POLICY TITLE: Vaccination of Healthcare Workers for COVID - 19**

**B. Exemptions and Accommodations**

Healthcare Workers may request an exemption from the requirements set forth within Section 6.A. of this Policy on the basis of a qualifying medical or religious reason. Requests for medical exemptions shall be evaluated in accordance with CDC-recognized clinical contraindications to the COVID 19 vaccine or if based upon a disability, in accordance with the Americans with Disabilities Act ("ADA"), as amended. Requests for religious exemptions must be based upon a Healthcare Worker's sincerely held religious belief, practice, or observance, in accordance with Title VII of the Civil Rights Act of 1964, as amended.

Any current UMC Healthcare Worker seeking an exemption must submit their request to [accommodation.request@umcsn.com](mailto:accommodation.request@umcsn.com). Any request for exemption must be submitted using UMC's Vaccination of Healthcare Workers for COVID 19 Request for Exemption form, and must include all information reasonably necessary to evaluate the request and any supporting documentation. Any request for exemption shall be subject to evaluation and approval by UMC. In evaluating such exemptions, UMC shall ensure that it minimizes the risk of transmission of COVID-19 to at-risk individuals, in keeping with its obligation to protect the health and safety of its patients. If a request for exemption is denied and the Healthcare Worker does not otherwise receive an accommodation, the Healthcare Worker shall be required to become fully vaccinated in accordance with this Policy.

In the event that a Healthcare Worker is accommodated with an approved exemption from COVID 19 vaccination, the Healthcare Worker shall be required to maintain appropriate physical distancing and wear a procedural mask any time they access a UMC facility; this means wearing a mask during in-person contact with others, and/or when not able to remain physically distant (6ft between parties). Unvaccinated individuals will also be required to comply with any other infection control-related instruction, including, without limitation, testing for COVID 19 when symptomatic for COVID, or when otherwise deemed necessary by UMC.

Face mask use, physical distancing, and testing requirements are subject to change as operational circumstances require. Healthcare Workers will be informed if there is any adjustment to the requirements.

**C. Application to COVID-19 Vaccine Booster Shots**

Requirements relating to Healthcare Workers and any approved COVID 19 vaccine booster shot shall be evaluated at a future date in accordance with the guidance of the U.S. Food and Drug Administration, the CDC, and the CDC's Advisory Committee on Immunization Practices. UMC employees having received vaccine booster doses as recommended by the CDC shall inform UMC Employee Health Services. Healthcare Workers who are not employees of UMC and having received vaccine booster doses as recommended by the CDC shall inform the UMC Department to which they report.

**D. Maintenance of Records**

Consistent with applicable privacy laws and regulations, UMC shall maintain records of Healthcare Workers' vaccination or exemption status. Employee Health Services will maintain a record of vaccinations/exemptions for all employees of UMC within the Employee Health Database. All other Departments with personnel who are not considered UMC employees are required to keep records of vaccination status for personnel performing services



**POLICY TITLE: Vaccination of Healthcare Workers for COVID - 19**

within their Department.

**E. Non-Compliance with Policy**

Failure to comply with this Policy will result in any non-compliant Healthcare Worker being prohibited from entering, accessing, or performing services within UMC facilities. UMC employees shall be subject to discipline, including termination.

**F. Compliance with Superseding Public Health Directives or Law**

In the event of any inconsistency between this Policy and any applicable federal, state, or local laws, ordinances, rules, directives, or regulations regarding mandatory vaccinations, this Policy shall remain in full force and effect to the extent it is not inconsistent or in direct conflict with such act.

**REFERENCES:**

- A. Medicare and Medicaid Programs; Omnibus COVID-19 Health Care Staff Vaccination (<https://www.federalregister.gov/documents/2021/11/05/2021-23831/medicare-and-medicaid-programs-omnibus-covid-19-health-care-staff-vaccination>)
- B. CMS Omnibus COVID-19 Health Care Staff Vaccination Interim Final Rule (<https://www.cms.gov/files/document/cms-omnibus-staff-vax-requirements-2021.pdf>)
- C. Interim Clinical Considerations for Use of COVID-19 Vaccines Currently Approved or Authorized in the United States (<https://www.cdc.gov/vaccines/covid-19/clinical-considerations/covid-19-vaccines-us.html>)
- D. Myths and Facts about COVID 19 Vaccines (<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/facts.html>)
- E. Key Things to Know About COVID-19 Vaccines (<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/keythingstoknow.html>)
- F. COVID-19 ACIP Vaccine Recommendations (<https://www.cdc.gov/vaccines/hcp/acip-recs/vacc-specific/covid-19.html>)
- G. COVID-19 Vaccine Booster Shot (<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/booster-shot.html>)
- H. What You Should Know About COVID-19 and the ADA, the Rehabilitation Act, and Other EEO Laws (<https://www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws>)
- I. CMS Press Release – Biden-Harris Administration to Expand Vaccination Requirements for Health Care Settings




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(<https://www.cms.gov/newsroom/press-releases/biden-harris-administration-expand-vaccination-requirements-health-care-settings>)

Review Date:	By:	Description:
4/26/2022	Equal Opportunity Manager and Director of Infection Prevention/Control	Ownership changed to Employee Health. Updated to reflect current guidance as well as exemption process and expectations.



	<b>POLICY TITLE: Vendor Access Roles and Responsibilities</b>
<b>MANUAL:</b> Supply Chain	<b>POLICY OWNER:</b> Supply Chain
<b>ORIGINATION DATE:</b> 6/2019	<b>FINAL APPROVAL DATE:</b> 12/2022

**SCOPE**

All University Medical Center of Southern Nevada’s (UMC) Executives, Directors, Managers, Supervisors and Staff, as well as Contracted employees working on UMC Premises, are responsible for ensuring compliance with this Policy as it applies to Vendors, Contractors, Contracted Employees and Visitors within their respective work areas, and while on UMC premises as defined herein.

**PURPOSE**

To articulate UMC’s expectations in regards to the presence and movement of Vendors, Vendor Representatives, Contractor/Contracted Personnel and Visitors while on UMC premises. The procedures and requirements of this Policy have been established to provide a secure environment to protect the efficiency and integrity of physicians, other health care providers and employees; to support patient safety, privacy and family centered care; and to maintain the integrity of the procurement process. This Policy also supports Nevada Revised Statutes (NRS) policy against unauthorized vendor influence. The activity of Vendors, Vendor Representatives, Contractor/Contracted Personnel and Visitors must be coordinated and controlled to meet the UMC need for security, transparent business practices, patient safety and standard of care.

**Our vendors are an integral component of our organization. In order to ensure a positive relationship, UMC has established guidelines for vendors specifically, who want to conduct business with UMC.**

**POLICY**

It is the policy of UMC to ensure that all Vendors, Vendor Representatives, Contractors/Contracted Personnel and Visitors are correctly identified and have completed the appropriate registration, training (including HIPAA), and acknowledgment of UMC’s policies; and that all Vendors provide evidence of competency for their desired/required level of access through UMC’s Vendor Management System (VMS).

Vendors, Vendor Representatives, Contractor/Contracted Personnel and Visitors shall interact in a manner that meets ethical standards, avoids conflicts of interest, protects patient confidentiality, does not interfere with the process of patient care, and encourages the appropriate, efficient and cost effective use of equipment, supplies, and pharmaceuticals within our facilities. This policy shall be strictly enforced by UMC Administration (or a designees) which reserves the right to apply disciplinary action, in accordance with current UMC’s Human Resource policies and procedures, to any UMC employee that



**POLICY TITLE: Vendor Access Roles and Responsibilities**

violates this policy; as well as authority to revoke vendor access at any time. It is the responsibility of all UMC staff to monitor and assure that all vendors and UMC staff are compliant with this policy.

**PROCEDURE**

**A. PRIOR TO FIRST VISIT:**

Prior to coming to UMC for business purposes, Vendors, Vendor Representatives, Contractor/Contracted Personnel and Visitors must:

1. Register with UMC's current VMS. Registration is web-based and the vendor is responsible for applicable fees, if any. Vendors will be required to read and acknowledge all applicable Policies and Procedures within the VMS and provide proof of immunizations, competencies and/or any bonds or insurance coverages, in order to receive access to UMC department(s) and property(ies). If the vendor is unsure of what level of access or costs involved with the VMS system utilized by UMC, they should contact the VMS provider directly.
2. Contractor/Contracted Personnel, agency personnel, including nurses and other temporary staff assigned to work at a UMC facility under an outsourcing contract must comply with the Identification/Badge Requirements established by the UMC Human Resources Department and the Public Safety Department in accordance with UMC Policy Contracted/Non-Employee Requirements. For purposes of this Policy, all agency personnel, including nurses and other temporary staff, and all contractor personnel assigned to work inside a UMC facility under outsourcing contracts are excluded from VMS registration and will receive a UMC Contractor hard badge.
3. Vendors requesting access to multiple departments within UMC will be required to register with the highest competency level as determined by UMC. Vendors who register for access not appropriate for their role within UMC will be subject to suspension until the appropriate access is obtained.
4. Vendors and Visitors who conduct business with UMC as needed/sporadically or in response to technical/equipment service matters and are not required to upload documentation according to their job role, can register in the VMS as a "no-fee base account".
5. Vendors that require access to Surgical Services, Catheterization Labs, Radiology Special/Interventional or any other procedural area must register in UMCs scrub vending machines and utilize provided scrubs. No outside scrubs or attire are permitted within sterile areas. Red bouffant caps are to be worn by all vendors in sterile areas.
6. Pictures uploaded to printed or digital badges are required to be professional in nature. Vendors who do not load clear front-facing face pictures, or are viewed as being unprofessional will be suspended until a suitable picture is uploaded and deemed appropriate.
7. Vendors who choose to utilize the VMS mobile application with a digital badge must ensure that it



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complies with the requirements of this policy and must be visibly worn above the torso and in view during all interactions and is current.

**B. WHILE ON UMC PROPERTY:**

Vendors who visit UMC Premises, must check in immediately via the VMS mobile check-in with digital badge or registration in the VMS. Vendors must have a scheduled appointment (See Section C – Vendor Conduct/Appointments). VMS Kiosks are provided at approved vendor access points. Vendors are to use Kiosks at these locations only. Kiosk locations are as follows:

**UMC’s Dock Entrance is not an entrance for Vendors.**

**UMC’s Main Entrance** serves as the primary entrance for Vendors between the hours of **5:00 AM to 6 PM**. The Vendor is to complete the check-in and badge process at the VMS kiosk in this location. At the end of each visit, the Vendor is to check-out at the self-service VMS kiosk or on a device with the VMS’ application, and must immediately depart from UMC property. Vendors are not to utilize employee break rooms, or loiter on UMC property after planned/scheduled visits. UMC and/or the VMS may, at any time, modify the vendor requirements posted within the VMS. If modifications are posted, each vendor will be notified via the VMS and be required to confirm acceptance of these modifications prior to their next check-in at the facility.

**UMC’s Trauma Entrance** serves as the primary entrance for Vendors between the hours of **7:00 PM and 6:00 AM**. The Vendor is to complete the check-in and badge process at the self-service VMS kiosk in this location. At the end of each visit, the Vendor is required to check-out at the self-service VMS kiosk or on a device with the VMS’ application.

**UMC Emergency Department Atrium** serves as an alternate check in location in the event other Kiosk locations are unavailable for any reason.

Representatives of a UMC Department may request that the Supply Chain Services Department and/or the Public Safety Department revoke a vendor’s access for any act(s) of non-compliance with this policy, or any policy acknowledged in the VMS, or any missing credentials. Vendors with printed badges are required to surrender their badges immediately upon notification of revocation. Vendors who have purchased digital badges will not be cleared for entry and must immediately depart UMC property. Vendors may request a meeting to discuss any disciplinary actions taken by contacting the Supply Chain Services Department.

**C. VENDOR CONDUCT/APPOINTMENTS:**

1. Vendors must have a scheduled appointment to visit UMC premises. Unsolicited visits are strictly prohibited. All appointments on UMC premises must be made by the Vendor, in advance, regardless of whom the Vendor would like to visit. This applies to the hospital’s main campus, off campus offices, Urgent Care and Primary Care locations.



**POLICY TITLE: Vendor Access Roles and Responsibilities**

2. No cold-calls will be allowed. This includes Surgical Services, Pharmacy, Cath Labs and Special Procedures, Clinical Engineering, Radiology and Supply Chain Services. Upon entering UMC's campus, Vendors must go directly to a VMS kiosk to obtain a temporary day badge. Under no circumstances may a Vendor enter UMC's campus, off campus offices, Urgent Care and Primary Care locations and go directly to a patient care, ancillary, or administrative department, without appropriate badge access AND a confirmed appointment.
3. Due to patient confidentiality concerns, Vendors are not permitted to attend any conferences or reports at which protected health information (PHI) is shared. Vendors may not speak with patients, review their charts or any portion of the patient medical record, whether in electronic or paper format, or go on rounds. Vendors are not to review surgery schedules, or patient orders.
4. While in the hospital, Vendors are not permitted to introduce new products or services to staff and physicians. New products, services, trials, etc. must be submitted to the Value Analysis Team (VAT) in Supply Chain Services or Pharmacy and Therapeutics (P&T) Committee, as applicable for prior written approval before use.
5. Vendors are strictly prohibited from engaging, introducing, or influencing any physician or clinician to use additional implants/devices during procedures performed in Surgery, Catheterization Labs, Radiology Special/Interventional procedures. Only those implants/devices authorized and pre-approved in writing by Supply Chain Services, prior to the procedure will be guaranteed for payment by the facility. Use of contracted product or technology not previously used or stocked by UMC does not guarantee payment of implants/devices. Previously approved implants/devices for one patient does not constitute approval and use on another patient. Priority consideration will be given to implants and devices on contract through UMC's contracted products and vendors.
6. UMC WILL NOT PAY FOR ANY PRODUCTS OR SERVICES UNLESS PURCHASED THROUGH UMC'S GROUP PURCHASING ORGANIZATION OR PRE-APPROVED IN WRITING BY UMC'S SUPPLY CHAIN SERVICES DEPT AFTER DISCUSSION WITH UMC EXECUTIVES (CEO, COO, CFO or CNO).
7. AT NO TIME SHALL A VENDOR APPROACH UMC EXECUTIVES REGARDING PRODUCT APPROVALS OR OFFERINGS.
8. VENDOR PROCEEDS AT ITS OWN COST AND RISK IF VIOLATION OF THIS POLICY OCCURS.

**Procedural Areas:**

- a. Vendors entering procedural areas MUST change into UMC's scrub vending machines scrub attire before entering. Those vendors that insist to not conform will be escorted out of the area and the facility pending review for future access. This includes but is not limited to:
  1. UMC's scrub vending machine issued scrub shirt and pant
  2. Disposable head covering (red) (not to be worn outside of the procedural area).



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3. Mask, when and where required (not to be worn outside of the procedural area).

4. Shoe coverings (not to be worn outside of the procedural area).

b. Vendors do not “scrub-in” and do not participate directly in any procedure or procedural preparation of the patient, including providing assistance when asked to, by a surgeon, anesthesiologist, physician or any clinical staff member.

c. Vendors will not open sterile products, instruments, instrument sets, or adjust equipment including providing assistance when asked to, by a surgeon, anesthesiologist, physician or any clinical staff member.

d. Vendors will not retrieve products other than those that they have brought with them for a specific procedure and has been approved for use by the facility prior to the case.

e. Vendors will remain outside of the procedural suite until the patient is prepped and draped for the procedure. It is the nurse/circulating nurse’s responsibility to call for the invited vendor at the appropriate time.

f. Upon completion of the procedure, Vendors shall return the used scrubs to the UMC’s scrub vending machine, and discard any other Personal Protective Equipment (PPE) appropriately and safely.

g. Vendor delivered goods forms must be submitted within 24 hours after the scheduled case. All supplies and implants brought into a case must be pre-approved before use. Failure to submit delivered goods forms within 24 hours could result in nonpayment and or suspension from UMC.

**D. ADDITIONAL CONSIDERATIONS:**

**Group Purchasing Membership** – UMC utilizes a Group Purchasing Organization (GPO) for equipment, supplies and materials. All UMC purchases are subject to the GPOs terms and the Nevada Revised Statutes (NRS). Additional information is available by contacting the Materials Management Department in regards to the GPO and the NRS.

**Tobacco and Tobacco Products** - UMCNS is a tobacco-free campus. No tobacco product use of any kind will be permitted inside or outside of UMCNS Premises. This includes e-cigarettes and vaping devices.

**Equipment** - Clinical equipment may only be accepted by UMC with proper prior-written approval and a no charge purchase order and must go directly to Clinical Engineering prior to use. Vendors performing maintenance service on medical equipment must deliver a customer-signed service report to the Purchasing or Clinical Engineering Departments upon completion of the service. See UMC Policy Contracted/Non-Employee Requirements.



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**Trials-** Any application or testing of a supply, service or equipment in practice, with the exclusion of UMC Clinical Trial Department trials, to validate safety, clinical efficacy and /or cost effectiveness on a trial basis at no-cost to UMC, must be brought to VAT and pre- approved in writing by Materials Management before utilization. Such items require a “no-cost” purchase order number.

A. Equipment must be inspected and approved by the UMC Biomedical Department prior to being used for patient care at UMC.

B. Training must be provided to staff on all shifts prior to any new technology or equipment being introduced for use at UMC. Vendor Representatives may only present training content that has been previously discussed and approved by the appropriate department. The department receiving the equipment is responsible for properly documenting that all training has been provided.

**Vendor/Contractor Parking.**

a. Vendors dropping off equipment, whether surgical or other, will use the west loading dock loading/unloading designated parking spaces. Vendors will be allotted a maximum of 30 minutes to drop off equipment. After 30 minutes, vendor must move vehicle to I Lot, located in front of the Trauma Garage. Vendors will be allowed to park in the two last rows on the east side of the parking lot.

b. Vendors will be cited and towed if parked in visitor/patient designated parking.

c. Contract workers who are not permanently assigned to UMC are required to park in the Overflow Parking Lot, located at 1524 Pinto Lane.

d. Parking enforcement actions will mirror Towing of Illegally Parked Vehicles. See Patient/Visitor/Employee Parking.

**Use of Cell Phones and Equipment-** Cellular phones are not permitted in any patient care area of the hospital. Furthermore, unauthorized audio and video recording, or photography, (including cellular camera phone photos) is prohibited at any time or in any hospital location. Use of UMC’s equipment, such as telephones and computers, is prohibited unless the Vendor is visiting UMC for the purpose of conducting training or the Supply Chain Services and Contracts Management Department grants permission to the Vendor.

**E. Contracted Delivery Vendors** – are those vendors who provide a service to UMC such as routine office supply deliveries, water service delivery, and couriers are to check in at the main entrance of UMC. Delivery vendors must have a visible identification badge and are not permitted in patient care areas and are restricted to common areas where deliveries are made.

**F. Vendor Access During Disasters, Epidemics, Pandemics**

a. During times of a disaster, epidemic or pandemic, vendor access to a facility may be suspended for the duration of the event unless specific authorization is granted when no other means is available except



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that of the vendor. The vendor must be current with all required credentialing, and must follow all applicable hospital rules and regulations either posted, communicated, implied or otherwise covered in this policy. Access may be denied for any reason.

b. Vendors are to enter and exit from UMC during an event at the main hospital entrance only. Vendors are to identify themselves as a vendor, and must immediately sign into a VMS Kiosk once past screening. Vendors are not permitted into UMC without a badge printed from a UMC VMS Kiosk. During an event, a vendor may still be denied access to an area for any reason deemed appropriate by the Department Leadership or hospital screeners.

**G. Kiosk Downtime Procedures**

In the event a VMS Kiosk is not operational, the vendor must find another Kiosk to sign into. Locations of Kiosks are identified in this policy. In the unlikely event all Kiosks are inoperable for any reason, the vendor will stop by the concierge desk located in the main hospital lobby or the trauma entrance to sign in. Contact phone numbers are posted on each Kiosk in the event a Kiosk is down for any reason. Vendors are encouraged to obtain electronic badges from the VMS software provider.

**H. PENALTY FOR VIOLATION(S) FOR NON-COMPLIANCE:**

When Vendor conduct does not comply with UMC Policies and Procedures and guidelines, a Vendor's privilege to access all UMC facilities may be suspended or terminated temporarily or permanently. In such cases, the respective "business owner" (i.e., the applicable Department Director) should work in collaboration with Public Safety and Supply Chain Services or his/her designee to restrict Vendor access. Violations of this Vendor, Contractors, Contracted Employee and Visitor Access and Conduct Guidelines Policy, or any policy or requirement acknowledged in the VMS will have the following consequences, as appropriate:

1. UMC may temporarily suspend access to any/all its facilities should a vendor fail to comply with any policy or procedure acknowledged within the VMS. Vendors are responsible to update their information to receive proper notifications and updates. Failure to do so constitutes noncompliance to the policy.
2. UMC may request the Vendor to assign a different Vendor Representative to conduct business with the institution.
3. UMC may deny further access to UMC facilities by any representative of such Vendor and remove the Vendor from the institution's list of Registered Vendors. Once access has been denied due to policy violations, a Vendor may be reinstated as a Registered Vendor only by submitting a written petition for reinstatement to the Supply Chain Services Department, as applicable.
4. UMC WILL NOT PAY FOR ANY PRODUCTS OR SERVICES UNLESS PURCHASED THROUGH UMC'S GROUP PURCHASING ORGANIZATION OR PRE-APPROVED IN WRITING BY UMC'S SUPPLY CHAIN SERVICES DEPT. AFTER DISCUSSION WITH UMC EXECUTIVES.



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- 5. For repeated violations, UMC may elect to terminate any existing contract with the Vendor according to the contract's terms.
- 6. Violation of these guidelines may result in disciplinary action for the workforce member(s) involved, up to and including termination. Workforce members are any all executives, clinicians, managers, staff (clinical, administrative, and technical), interns, residents, and fellows, whether full- time, part-time or temporary, who are presently on the UMC payroll.
- 7. Contracted Vendors who participate through the facilities GPO contracts and have violated policy and procedure could be reported to the GPO and VMS for negative performance/conduct.

**DEFINITIONS**

The following terms used in this Policy shall have the following meaning, except when it is clear from the context that another meaning is intended:

i. **Vendor**- Any corporation, organization, manufacturer, distributor, medical group, company or non UMC employed physician that currently has, intends or desires to have, or may have in the future a business relationship with UMC. This includes those that provide services to UMC now or would in the future. Vendors also include those that solicit, market, or distribute information to hospitals and their employees regarding the use of medications, products, equipment or services including, but not limited to commercial patient care services.

Vendors do not include professional licensing, accreditation organizations, societies or associations related with a licensed area of practice or profession, such as the American Medical Association, American Nursing Association, American Physical Therapy Association, American Bar Association, Healthcare Compliance Association, American College of Cardiology, etc. If there is a question as to whether a particular organization is a vendor or a professional organization, staff is required to verify this with Supply Chain Services or the facility Compliance Officer.

ii. **Vendor Representative** – A Vendor Representative is any person, acting as an agent of an entity or on his or her own behalf, who visits UMC Premises for the purposes of marketing, selling or promoting utilization and the exchange of goods or services to UMC or UMC Medical Staff members. This includes, but is not limited to, Pharmaceutical, Supply, Equipment and other Vendor Representatives, regardless of whether they presently hold contracts with UMC.

iii. **Contractor** – Contractor/Contracted Personnel are any person(s) working on UMC's Premises pursuant to an existing contract with UMC limited to the products and services presently included under that contract. Contractor Personnel must be accountable to a UMC's End-User department and may include, for example, routine service/maintenance personnel, agency nurses, other temporary staffing personnel, company service technicians, consultants, construction workers and company personnel assigned to work at UMC under outsourcing contracts.

iv. **Visitor** – Any person(s) on UMC's property that do not have a direct personal relationship with a





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patient or employee, who is present to observe or provide verbal assistance in the use of equipment or process and/or who has the intent to solicit, market, or distribute information to hospitals and their employees regarding the use of medications, products, equipment or services including, but not limited to commercial patient care services. Visitors must be accompanied by a registered Vendor and utilize a temporary day badge.

v. **Delivery Vendors** – Any vendor who provides a service to UMC on a regular basis i.e. office supply desktop delivery, water service delivery, etc.

vi. **UMC Medical Staff Member** – Includes any member of the medical staff who is credentialed to provide healthcare services at any facility operated by UMC, including but not limited to University of Las Vegas (UNLV) clinicians and community based physicians.

vii. **UMC Employee** – Means all executives, clinicians, managers, staff (clinical, administrative, and technical), interns, residents, and fellows, whether full- time, part-time or temporary, who are presently on the UMC payroll.

viii. **Temporary Day Badge** – This is the paper day badge issued to all registered Vendors under this Policy. This badge expires daily and contains a photo, name, date, time of entry, destination and daily expiration date. Individuals wearing a Temporary Day Badge are only authorized to access the destination designated in the approved appointment request.

ix. **Vendor Management System (VMS)** – Is a web driven software service that aids in the credentialing and monitoring of sales/services representatives, in UMC healthcare environments. This solution allows UMC to issue temporary day badges and enforce policies for vendor management and compliance. The tool helps to track and manage vendor credentialing, track vendor activity and document the vendor’s commitment to adherence to policy.

**Value Analysis Team (VAT)** - A systematic organizational process for the evaluation of new and existing materials, equipment, and services in a cross functional and multidisciplinary manner.

**REFERENCES**

Contracted/Non-Employee Requirements

Tobacco/Smoke Free Facility

Patient/Visitor Employee Parking

Trials and Evaluations Policy



**POLICY TITLE: Vendor Access Roles and Responsibilities**

<b>Review Date:</b>	<b>By:</b>	<b>Description:</b>
12/2022	Douglas Moser Director, Supply Chain Services	Removed "teal" colored scrubs and replaced with provided scrubs. Changed ScrubEx and VendEx to UMC's scrub vending machines. Replaced Materials Management with Supply Chain Services. Removed UMC's Dock Entrance as an entry point for Vendors. Kiosk Downtime Procedures now states that the vendor must sign in with the concierge desk for access in the event kiosks are not operational. References reviewed. Vetted by Supply Chain Director.

## PATIENT SPECIMEN COLLECTION SERVICES AGREEMENT

This Patient Specimen Collection Services Agreement (“Agreement”) is made and entered into as of the last date of signature set forth below (“Effective Date”) by and between University Medical Center of Southern Nevada Wellness Center, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, with offices at 1800 W. Charleston Blvd, Las Vegas, NV 89102 (“CLIENT”), and Laboratory Corporation of America (“LABORATORY”).

WHEREAS, as a convenience to patients, LABORATORY agrees to provide CLIENT with specimen collection services in connection with the clinical laboratory services provided by LABORATORY for CLIENT (collectively “Services”) the parties agree to the following

1. LABORATORY shall place in CLIENT’s office a patient service technician (“PST”) who shall be responsible for providing specimen collection services. This Agreement shall become effective on the date set forth above and shall continue in effect until terminated by either party. This Agreement shall have a term of one (1) year (“Term”). This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party thirty (30) days prior written notice to the address set forth in Section 17.
2. The PST will perform only duties and services directly related to the collection of blood and urine samples to be tested by LABORATORY, obtaining billing information for LABORATORY’s use, and completing the appropriate test request forms. In no event will LABORATORY’s PST perform any on-site testing including but not limited to point of collection testing (POCT). LABORATORY will provide the PST with appropriate supplies and equipment to be used solely in connection with the Services. The Services will be provided by LABORATORY to the extent allowed by applicable laws and regulations and in accordance with LABORATORY’s then-current policies, procedures, and guidelines.
3. LABORATORY shall accept legal responsibility for actual damages or injuries that are proximately caused by the negligence or willful misconduct of the PST. In no event shall LABORATORY be held responsible for punitive damages, or consequential, incidental, or special damages including lost profits or revenue.
4. CLIENT shall be responsible for providing accurate information for completion of test request forms, including but not limited to providing patient demographic information and diagnosis code(s). When CLIENT orders a test that may not be covered or may have limited coverage by Medicare, the parties shall ensure that the patient is made aware of the possibility that the patient may be responsible for payment of the testing services ordered by CLIENT.
5. CLIENT agrees not to request or permit the PST to perform any other duties or services, including but not limited to, answering CLIENT telephones, acting as a receptionist, performing clerical or administrative functions for the CLIENT or acting as a medical or nursing assistant. The CLIENT shall not ask the PST to enter or perform Services in an Isolation Ward, Infectious Disease Area or any other area which is restricted by virtue of the diseases which are or may be present.
6. The PST shall serve as the exclusive employee of LABORATORY and shall in no way serve or act as an employee, contractor or agent of CLIENT. CLIENT agrees that LABORATORY may perform random unannounced visits for the purpose of monitoring compliance with the terms of this Agreement and applicable laws and regulations.
7. Patient specimen collection services are needed by CLIENT during the regularly scheduled hours of:

Monday 8:30 AM - 5:00 PM	Tuesday 8:30 AM - 5:00 PM	Wednesday 8:30 AM - 5:00 PM
Thursday 8:30 AM - 5:00 PM	Friday 8:30 AM - 5:00 PM	Saturday N/A

Total hours per week not to exceed 37.5 with 1 hour for lunch each day. If for any reason, LABORATORY is unable to provide Services during such regularly scheduled hours, CLIENT agrees to either provide its own specimen collection services or refer its patients to LABORATORY’s Patient Service Centers. CLIENT shall provide a separate designated space during such regularly scheduled hours for the exclusive use of the PST to perform the Services.

8. CLIENT agrees to not bill the patient or any third party for specimen collection services performed by LABORATORY. In accordance with legal and regulatory requirements, LABORATORY agrees to bill the patient or other responsible party, including Medicare, Medicaid and insurance companies, for Services performed under this Agreement. CLIENT agrees to promptly provide LABORATORY with all necessary information to accomplish the billing and collection of

amounts due, including required diagnosis information. If LABORATORY is unable to obtain payment from any third party due to CLIENT's failure to provide the information required by this Agreement, or as a result of CLIENT's failure to follow applicable rules or regulations, CLIENT agrees to assist LABORATORY with obtaining such information necessary to obtain payment.

9. CLIENT acknowledges that the PST may collect each patient's responsible share of payments due to LABORATORY. To support collection of payments, LABORATORY will install, at its expense, equipment to securely receive, process and store such payments. CLIENT consents to LABORATORY using CLIENT's existing high-speed internet connection.
10. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Client for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Client agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Client of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
11. CLIENT acknowledges that it is primarily responsible for maintaining a safe worksite in compliance with the Occupation Safety and Health Act and comparable state laws and regulations thereunder ("Workplace Safety Laws"). CLIENT agrees to comply with all Workplace Safety Laws and shall implement workplace safety practices such as:
  - Performing regular and frequent cleaning of workspace and equipment
  - Provision of needed occupational safety supplies, including but not limited to sanitary facilities for handwashing, and with respect to Client's employees, any required personal protective equipment
  - Requiring workers to follow policies for hand washing
  - Having policies and procedures in place for the identification and isolation of sick workers
  - Provision of adequate air ventilation of workspaces where PST is expected to render services
12. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations ("HIPAA"), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections.
13. LABORATORY acknowledges that Client is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public to the extent required by applicable law. If Client receives a demand for such disclosure, copying or inspection of any information related to this Agreement that LABORATORY has claimed to be confidential and proprietary, such as LABORATORY's products, pricing, Clients, programs, services, business practices or procedures, Client will immediately notify LABORATORY of such demand and LABORATORY shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for protective order. In the absence of such notification or a subsequent protective order by a Nevada court with jurisdiction over Client not to release the requested information, it will be released without any further obligation or liability by Client provided that such release or disclosure is expressly required by applicable law.
14. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of any such requirements, or any subsequent enactment by any federal, state or local authority, this Agreement shall terminate immediately upon notice.
15. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, which is not embodied herein, and no other agreement, statement or promise relating to specimen collection services not contained in this Agreement shall be valid or binding.
16. This Agreement may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld or delayed.

17. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be given by certified mail or registered mail to LABORATORY at:

Laboratory Corporation of America  
7777 Forest Lane, Suite C-350  
Dallas, TX 75230  
Attention: Contract Administrator

with a copy to:

Laboratory Corporation of America Holdings  
531 South Spring Street  
Burlington, North Carolina 27215  
Attention: Law Department

and if to CLIENT at:

University Medical Center of Southern Nevada Wellness Center  
701 Shadow Lane Suite 200  
Las Vegas, Nevada 89106, United States  
Attention: Office Manager

with a copy to:

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

18. It is further agreed, that this Agreement constitutes the entire understanding concerning specimen collection services between all parties hereto, and no amendment or modification of its terms shall be valid or binding upon any party unless addressed in writing and signed by both parties hereto. CLIENT shall be responsible for the storage, removal and disposal of medical waste generated by the specimen collection services provided hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the day and year as first above written.

Laboratory Corporation of America  
  
(LABORATORY)

University Medical Center of Southern Nevada  
Wellness Center  
(CLIENT)

\_\_\_\_\_  
Tim Weber Date  
GM  
Title

\_\_\_\_\_  
Mason Van Houweling Date  
CEO  
Title

**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> Laboratory Corporation of America						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b> 7777 Forest Lane C350			<b>Website:</b> www.labcorp.com			
<b>City, State and Zip Code:</b> Dallas, Texas 75230			<b>POC Name:</b> Marisa Bruhn			
			<b>Email:</b> volgenm@labcorp.com			
<b>Telephone No:</b> 972-598-6000			<b>Fax No:</b> 844-430 -1006			
<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)
Please see attached list		
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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.

Timothy Weber  
 Signature  
 \_\_\_\_\_  
 GM  
 \_\_\_\_\_  
 Title

Tim Weber  
 Print Name  
 \_\_\_\_\_  
 18Jan'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
As Labcorp is a publicly traded company, we are unable to know with absolute certainty whether any individual members, partners, owners or principals of Labcorp 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. However, to the best of our knowledge, no shareholder holding more than 10% is currently 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.			

\* 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



Adam H. Schechter  
Chairman, President and CEO

Lance V. Berberian  
Executive Vice President and Chief Information and Technology Officer

Brian J. Caveney, M.D.  
Executive Vice President, President, Diagnostics and Chief Medical Officer

Glenn A. Eisenberg  
Executive Vice President and Chief Financial Officer

Paul R. N. Kirchgraber, M.D.  
EVP and CEO of Early Development, Central Labs and Oncology

Thomas H. Pike  
President and CEO of Clinical Development

Mark S. Schroeder  
Executive Vice President and President of Diagnostics Laboratory Operations and  
Global Supply Chain

Judi C. Seltz  
Executive Vice President, Chief Human Resources Officer

Amy B. Summy  
Executive Vice President and Chief Marketing Officer

Sandra D. van der Vaart  
Executive Vice President, Chief Legal Officer, Chief Compliance Officer, and Corporate  
Secretary

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

<b>Issue:</b> <b>Contract Closing Reconciliation with Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC</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 Contract Closing Reconciliation with Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC; or take action as deemed appropriate. (For possible action)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.0000	Fund Name: UMC Operating Fund
Fund Center: 30007230000	Funded Pgm/Grant: N/A
Description: Closing Reconciliation	
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services	
Term: N/A	
Amount: \$433,836.86	
Out Clause: N/A	

**BACKGROUND:**

On June 24, 2020, UMC and Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC (“Provider”) entered into a Professional Services Agreement (“Agreement”) for emergency medicine clinical services. On November 6, 2023, UMC issued a Notice of Non-Renewal of the Agreement with a termination date of June 30, 2024; however, the parties subsequently mutually agreed to extend the Agreement termination date through July 1, 2024. Under the Agreement, UMC is subject to a no-hire provision of any Member Physician and/or Allied Health Provider and may engage the services of a member of Sound personnel upon payment of the sum of \$25,000 per Member Physician, \$10,000 per Allied Health Provider and one half (1/2) of the annual salary of any other Sound personnel, at which time Sound shall release such individual from any restrictive covenant with Sound.

This request is to approve the Contract Closing Reconciliation which closes out the amounts due under Agreement which will result in a payment by UMC to Provider in the amount of \$433,836.86.

UMC’s Associate Administrator has reviewed and recommends approval of this Reconciliation, which has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
June 20, 2024

Agenda Item #

**13**

## CONTRACT CLOSING RECONCILIATION

Pursuant to section 7.28 of the Professional Services Agreement (Clinical Services) dated June 24, 2020 (the “**Agreement**”) between University Medical Center of Southern Nevada (“**UMC**”) and Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC (“**Sound**”), by signing below, UMC and Sound acknowledge and agree as follows:

1. Sound has been contracted by UMC to provide clinical services in the specialty of emergency medicine pursuant to the Agreement.
2. On November 6, 2023, UMC issued a Notice of Non-Renewal of the Agreement with a termination date of June 30, 2024; however, the parties subsequently mutually agreed to extend the Agreement termination date through July 1, 2024 at 8:00 a.m.
3. Pursuant to section 7.28 in the Agreement, UMC is subject to a no-hire provision of any Member Physician and/or Allied Health Provider and is entitled to engage the services of a member of Sound personnel upon payment of the sum of \$25,000 per Member Physician, \$10,000 per Allied Health Provider and one half (1/2) of the annual salary of any other Sound personnel, at which time Sound shall release such individual from any restrictive covenant with Sound.
4. UMC estimates that upon the Agreement termination date, UMC’s total payment to Sound will be \$433,836.86 for release of the Member Physicians and/or Allied Health Providers attached hereto as **Exhibit 1**. Individual payment amounts, however, are contingent on those providers listed on **Exhibit 1** being employed by UMC by July 1, 2024. If employment is not completed, no such amounts for such providers will be due and owing to Sound. Further, where no payment for a provider is reflected on **Exhibit 1**, those providers will be deemed to be released from or not having any no-hire provisions or restrictive employment covenants with Sound.
5. Payment will be made by UMC to Sound within thirty (30) days of the latest date this Reconciliation is executed. Upon payment by UMC, no other funds shall be due and owing.
6. This Reconciliation will be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of law principles.
7. This Reconciliation may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. This Reconciliation includes all attached appendixes, schedules, or exhibits and constitutes the entire agreement between UMC and Sound relating to the release of Sound Member Physicians and Allied Health Providers from hiring restrictive covenants and supersedes all prior or contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

BY:

University Medical Center of Southern  
Nevada:

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

Dated: \_\_\_\_\_

BY:

Sound Physicians Emergency Medicine  
of Nevada (Bessler), PLLC:

\_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT 1**

A COMPLETE COPY OF THIS AGREEMENT IS ON FILE AT UMC LEGAL DEPARTMENT AT 1800  
WEST CHARLESTON BLVD., LAS VEGAS, NV 89102

**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	
<p><b>Recommendation:</b></p> <p><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></p>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
June 20, 2024

Agenda Item #

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