



## UMC Audit and Finance Meeting

Wednesday, July 24, 2024 2:00 pm

UMC Trauma Building - Providence Suite - 5th Floor

## **AGENDA**

**University Medical Center of Southern Nevada**  
GOVERNING BOARD  
AUDIT & FINANCE COMMITTEE  
**July 24, 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 June 20, 2024. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

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

4. Review the results of the follow up of the Receiving Dock audit dated July 15, 2024; and direct staff accordingly *(For possible action)*
5. Review the results of the audit of the Façade Construction Project dated July 15, 2024; and direct staff accordingly *(For possible action)*

6. Receive the monthly financial report for June FY24; and direct staff accordingly. *(For possible action)*
7. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*
8. Discuss FY24 Organizational Performance Goals as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*
9. Discuss and establish the FY25 Organizational Performance Goals as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Agreement with EV&A Architects for UMC's prospective parking structure project; or take action as deemed appropriate. *(For possible action)*
11. Review and receive a report on the emergency repairs of a broken water main/pipe repair; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Governing Board the Order Form and Amendment with Spok, Inc. for IT Services; authorize the Chief Executive Officer to execute renewals or amendments; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Governing Board the Amendment 26 to Software License and Services Agreement with Solventum Health Information Systems, Inc.; or take action as deemed appropriate. *(For possible action)*
14. Review and recommend for approval by the Governing Board the Amendment to Service Agreement for Energy Management Services with Kinect Energy, Inc.; or take action as deemed appropriate. *(For possible action)*
15. 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)*
16. 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**

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

## 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  
June 20, 2024**

---

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 2:04 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

**CALL TO ORDER**

**Board Members:**

**Present:**

Robyn Caspersen  
Dr. Donald Mackay  
Harry Hagerty  
Jeff Ellis (via webex)  
Mary Lynn Palenik (via webex)

**Absent:**

Christian Haase (Excused)

**Others Present:**

Mason Van Houweling, Chief Executive Officer  
Tony Marinello, Chief Operating Officer  
Jennifer Wakem, Chief Financial Officer  
Doug Metzger, Controller  
Deb Fox, Chief Nursing Officer  
Frederick Lippmann, Chief Medical Officer  
Chris Jones, Executive Dir. Of Support Services  
Lia Allen, Assistant General Counsel - Contracts  
Stephanie Ceccarelli, Board Secretary

**SECTION 1. OPENING CEREMONIES**

**ITEM NO. 1 PUBLIC COMMENT**

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

Speaker(s): None

**ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on May 22, 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*)**

Items 14 and 15 were removed from the agenda.

FINAL ACTION:

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

**SECTION 2. BUSINESS ITEMS**

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

DOCUMENTS SUBMITTED:

- May FY24 Financials

DISCUSSION:

Jennifer Wakem, Chief Financial Officer presented the financials for the month of May.

Admissions were below budget 10%. There were 927 observation cases. AADC was 557. Length of stay was 6.22 Hospital acuity was 1.93 and Medicare CMI was 2.19. Inpatient surgeries were 12% below budget and outpatient surgeries were 15% above budget. ER visits were 14% below budget and there were 16 transplants for the month. ED to obs was at 22%. Quick care volume was down 16% and primary care was below budget. Ms. Wakem added that volumes were actually up when compared to prior year.

Ortho clinic volumes were 16% below budget. Deliveries were at 82 for the month.

Trended stats showed admissions were 34 higher than the 12-month average. LOS increased slightly. Inpatient surgeries were up 43 cases and outpatient cases were up by 95 cases. There were 16 implants. Quick care volumes were down due to the closure of the Rancho location. Primary care volumes continues to increase. A brief update was provided on the number of infectious disease cases in the valley.

Payor mix trended for inpatient showed an increase in Medicare and decrease in Medicaid. The ED statistics reflected a decrease in Medicaid, an increase in Medicare and self-pay was up 1%.

Inpatient surgical payor mix trends showed commercial up 1%, government went down 2% Medicaid dropped 1% and self-pay was up 2%. Outpatient

surgical cases were up 2% in commercial, Medicaid was down 4% and Medicare was up 2%.

Summary income statement showed net patient revenue was \$1.7 million above budget. Other revenue was above budget \$700K. Revenue was above budget \$2.4 million. Total operating revenue was \$3.2 million above budget, leaving us \$120K above budget for the month. The year to date income statement showed overall revenue was below budget \$2.5 million. Income statement trended was presented as informational.

Salaries, wages and benefits look good. Overtime was slightly over budget \$139K, but is being managed well. Contract labor is over budget \$1.5 million, primarily due to radiology, which was unbudgeted. There was continued discussion regarding challenges with radiology services and the eventual decrease in costs associated with radiology labor cost, as UMC is now employing radiologists.

Expenses for the month were approximately \$2.5 million over budget primarily due to supply costs.

Key financial indicators were reviewed in profitability, labor, liquidity and cash collections. Profitability was mostly in the green. Labor is in the red due to radiology. Liquidity and cash collections were in the green. Days cash on hand is in the green at over 3 months. Cash collections were strong for the month.

Cash flow statement for May shows \$64 million was received from patients and payors. Approximately \$12.1 million was received in supplemental payments and GME payments. There was continued discussion regarding process when delayed GME payments are received.

The balance sheet shows a slight decrease in cash from prior month.

A discussion ensued regarding the capital spending plan for FY24.

**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. An update was provided regarding the \$1.1 million Medicare Cost Report pickup received from 2019, which stems from a recent federal ruling on GME. A limit has been set on the number of years for funding residents.
2. DSH update – There are audits that are still outstanding. The FY2021 DSH audits will begin soon.

3. Introduced Kimberly Carroll as the new Director of Managed Care.
4. Proposed FY25 Operational goals were briefly reviewed. The following 5 goals were discussed:
  - Exceed fiscal year budgeted income from operations plus depreciation and amortization.
  - 4.5 day target for discharged to home ALOS. (FY24 YTD May was 4.45)
  - Final Phase of façade project on time on budget.
  - Emergency Severity Index (ESI) Level 4 & 5 LOS: Target 120 min, currently 180 min
  - Status accuracy for Obs in the ED: Target is 8.31%, currently 10.31%

Ms. Wakem proposed that the first three goals for FY24 would be carried over to FY25.

The team feels that there are opportunities for improvement with the average length of stay.

Chair Caspersen asked what the targeted amount should be for ALOS.

Member Hagerty commented that if ALOS to home is a goal, it should be added to the trended stats.

There was a discussion regarding the level 4 and 5 triage goal. Ms. Deb Fox, Chief Nursing Officer, explained the meaning behind the numeric hospital triage acute levels and how these compare to the wait times seen in telehealth. The Committee asked how the time listed in the goal could be reduced and measured. The Committee would also like to see more ED statistics related to this goal.

After brief discussion, the Committee suggested considering the following:

1. Exceed fiscal year budgeted income from operations plus depreciation and amortization.
2. Salaries Wages and Benefits, with a focus on managing labor utilization. Member Hagerty stated that this is our largest expense.
3. 4.5 day target for discharged to home ALOS. (FY24 YTD May was 4.45) - Reducing length of stay
4. Status accuracy for Obs in the ED: Target is 8.31%, currently 10.31%
5. First Case On Time Start

Member Caspersen suggested adding data for all of the goals to the trended stats so that they can be tracked.

The Committee will review the proposed goals at the July meeting.

Discussion continued regarding revenue per OR hour. The team will provide an update at a future meeting.

FINAL ACTION TAKEN:

None taken

- ITEM NO. 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)**

DOCUMENTS SUBMITTED:

- Agreement to Provide Auditing Services

DISCUSSION:

New agreement with BDO USA. It is a 1-year term with four 1-year options to renew. They will provide auditing services for the next fiscal year, to include the financial statement audit and uniform guidance audit.

A discussion ensued regarding the costs related to the services provided by this vendor, as well as the risks and quality of the audit performed.

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. 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)**

DOCUMENTS SUBMITTED:

- Master Service Agreement

DISCUSSION:

This company will provide clinical documentation services, reviewing medical record documentation, for completeness and accuracy, as well as provide staff training. This is a 1-year agreement with four 1-year options and a 30-day out clause.

FINAL ACTION TAKEN:

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

**ITEM NO. 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)***

DOCUMENTS SUBMITTED:

- Agreement for Elevator Modernization – Redacted
- Disclosure of Ownership

DISCUSSION:

EV&A will provide architectural services for the modernization of seven elevators across the UMC campus. The term of the agreement is one year from the effective date of the agreement. The scope of work will allow UMC to develop a comprehensive public solicitation summary.

Chair Caspersen asked if part of the modernization will includes the parking elevators. There was continued discussion regarding future projects with the elevators.

FINAL ACTION TAKEN:

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

**ITEM NO. 9    Review and recommend for approval by the Governing Board the 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)***

DOCUMENTS SUBMITTED:

- Master and Reprocessing Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This is a primary purchasing agreement for the purchase of medical/surgical products. This has approved HPG pricing. The term is 1-year and four 1-year renewals and a 90-day out clause.

FINAL ACTION TAKEN:

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

**ITEM NO. 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)**

DOCUMENTS SUBMITTED:

- Contract - Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

The vendor will provide ComfortGlide Air Blower equipment in the OR for use with related disposables. This allows staff to safely move and transfer patients and reduces the risk of injury to both the health professional and the patient. This is a three year agreement with two 1-year options for renewal not to exceed 2 years. Termination is upon written notice.

FINAL ACTION TAKEN:

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

**ITEM NO. 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)**

DOCUMENTS SUBMITTED:

- Quotation Summary
- Disclosure of Ownership

DISCUSSION:

This is a purchase agreement with GE Healthcare for the purchase of three C-arm imaging systems in the radiology department. This will enable surgeons to capture clear and fast images in the surgical suite. Pricing is through HPG.

FINAL ACTION TAKEN:

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

**ITEM NO. 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)**

DOCUMENTS SUBMITTED:

- Laboratory Services Agreement

- Patient Specimen Collection Service
- Disclosure of Ownership

DISCUSSION:

LabCorp will serve as a reference lab to provide economic lab testing services. The vendor will also provide patient specimen collection services at clinic locations. This is a one-year agreement with termination at any time with 30-days written notice.

FINAL ACTION TAKEN:

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

**ITEM NO. 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)**

DOCUMENTS SUBMITTED:

- Closeout Acknowledgement

DISCUSSION:

The current agreement will terminate July 1st. This request is to approve the Contract Closing Reconciliation which closes out payment amounts due under Agreement.

FINAL ACTION TAKEN:

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

**ITEM NO. 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)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

This item was removed from the agenda.

FINAL ACTION TAKEN:

None



**ITEM NO. 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)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

This item was removed from the agenda.

FINAL ACTION TAKEN:

None

**SECTION 3: EMERGING ISSUES**

**ITEM NO. 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)**

1. Receive an update from Tiffanie Fleming at a future meeting agenda for an update on ACO incentive payments in ambulatory.
2. Explore the valuation of how well the 5-year plan is capitalized and look for opportunities to work with the county for leverage.
3. Consider lessons learned from the Formula One Races last year and planning for future events.

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

**COMMENTS BY THE GENERAL PUBLIC:**

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:38 pm., Chair Caspersen adjourned the meeting.

**MINUTES APPROVED:**

Minutes Prepared by: Stephanie Ceccarelli

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

<b>Issue:</b> Follow Up of the Receiving Dock Audit	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  That the Audit and Finance committee review the results of the follow up of the Receiving Dock audit dated July 15, 2024; and direct staff accordingly ( <i>For possible action</i> )	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The University Medical Center Internal Audit Department recently performed a follow up audit of the Receiving Dock dated July 15, 2024. The Committee will review the results of the Audit.

Cleared for Agenda  
July 24, 2024

Agenda Item #

**4**

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



Mason VanHouweling  
Chief Executive Officer

July 15, 2024

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

Dear Mr. VanHouweling:

In accordance with our audit plan we recently performed a follow up audit of the Receiving Dock. Our objective was to determine whether camera coverage of the receiving dock was adequate and operational.

In order to achieve our objective, we performed an observation of the cameras surveilling the receiving dock. Additionally, we obtained screenshots of camera coverage over the receiving dock. We completed our field work June 11, 2024.

We conducted the performance audit in accordance with generally accepted government auditing standards except for the requirements of an external peer review every three years and supervision. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives. The exception to full compliance is because the Internal Audit department has not yet undergone an external peer review. However, these exceptions had no effect on the audit or assurances provided.

We appreciate the cooperation and assistance provided by Jennifer Wakem, Chief Financial Officer and her staff during the course of the audit.

Sincerely,

A handwritten signature in black ink, appearing to read "Nate Strohl", is written over a horizontal line.

Nate Strohl  
Internal Auditor  
Internal Audit

Board of Trustees:

William McCurdy II, *Chair* • Tick Segerblom, *Vice Chair* • Ross Miller • Michael Naft • Marilyn Kirkpatrick • Justin Jones • Jim Gibson  
Kevin Schiller, *Clark County Manager*

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

<b>Issue:</b> Façade Construction Project Audit	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance committee review the results of the audit of the Façade Construction Project dated July 15, 2024; and direct staff accordingly (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The University Medical Center Internal Audit Department recently performed an audit of the Façade Construction Project, dated July 15, 2024. The Committee will review the results of the Audit.

Cleared for Agenda  
July 24, 2024

Agenda Item #

**5**

July 15, 2024

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

Dear Mr. VanHouweling:

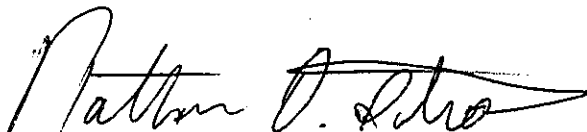
In accordance with our audit plan we recently performed an audit of the Construction Façade Project. Our objective was to determine whether University Medical Center complied with judgmentally selected key controls established as documented within the Revitalize Façade Project Risk Assessment Profile performed by Senior Management.

In order to achieve our objective we reviewed the following:

- Judgmentally selected two (100%) invoices and tested to ensure that subcontractor invoices balanced with the Martin Harris Construction LLC work completed for November and December 2023.
- Judgmentally selected 11 (100%) weekly UMC Exterior Façade weekly meeting minutes for the period of November 2023 through January 2024. We then enquired with the Engineering department to ensure that weekly meetings were conducted to assure that the project was on schedule.
- Judgmentally selected 11 (100%) meeting minutes for November 2023 through January 2024 and tested to ensure that change orders were properly approved.
- Judgmentally selected two invoices and tested to ensure that the invoices were paid on time.
- Judgmentally selected 11 (100%) meeting minutes for November 2023 through January 2024 and tested to ensure that subcontractors whom were issued a "Notice of Non-Performance" were not paid.
- Judgmentally selected 14 safety walks and rounding documentation for November 2023 through January 2024, tested to ensure that follow up action was taken due to any incident reports.
- Judgmentally selected 11 (100%) noise complaints for November 2023 through January 2024 and tested to ensure that follow up action was taken for customer complaints.

We conducted the performance audit in accordance with generally accepted government auditing standards except for the requirements of an external peer review every three years and supervision. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives. The exception to full compliance is because the Internal Audit department has not yet undergone an external peer review. However, these exceptions had no effect on the audit or assurances provided.

Sincerely,  
Nate Strohl  
Internal Auditor  
Internal Audit



Board of Trustees:

William McCurdy II, Chair • Tick Segerblom, Vice Chair • Ross Miller • Michael Naft • Marilyn Kirkpatrick • Justin Jones • Jim Gibson  
Kevin Schiller, Clark County Manager

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

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

Cleared for Agenda  
July 24, 2024

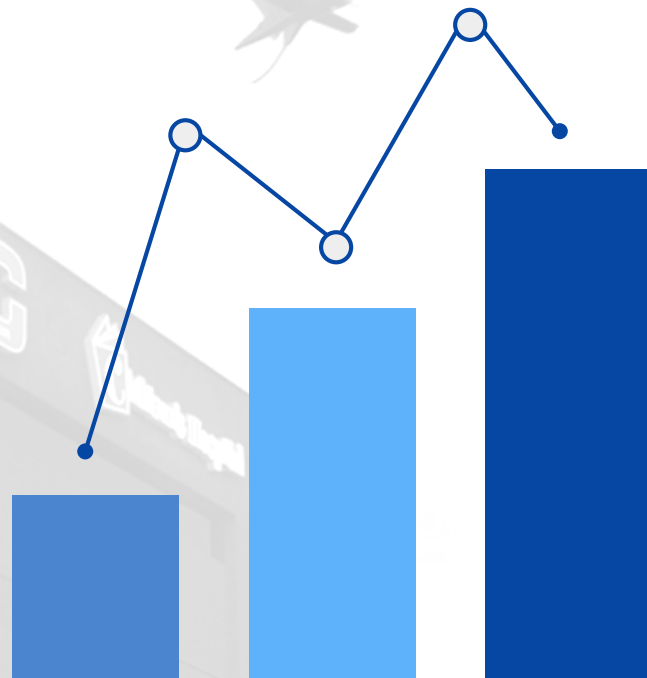
Agenda Item #

**6**



# June 2024 Financials

AFC Meeting



# KEY INDICATORS JUN



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,364	20,643	(2,279)	(11.04%)	18,603	(239)	(1.28%)
Total Admissions	1,861	2,074	(213)	(10.26%)	1,955	(94)	(4.81%)
Observation Cases	1,001	775	226	29.16%	775	226	29.16%
AADC (Hospital)	587	652	(65)	(10.00%)	591	(4)	(0.70%)
ALOS (Admits)	5.57	6.63	(1.06)	(15.93%)	6.56	(0.99)	(15.09%)
ALOS (Obs)	1.44	1.03	0.40	38.92%	1.03	0.40	38.92%
Hospital CMI	1.92	1.84	0.08	4.35%	1.84	0.08	4.34%
Medicare CMI	2.06	1.93	0.13	6.74%	1.92	0.14	7.28%
IP Surgery Cases	800	890	(90)	(10.10%)	736	64	8.70%
OP Surgery Cases	590	571	19	3.29%	440	150	34.09%
Transplants	18	13	5	38.46%	13	5	38.46%
Total ER Visits	8,753	10,151	(1,398)	(13.77%)	9,118	(365)	(4.00%)
ED to Admission	11.89%	-	-	-	11.88%	0.02%	-
ED to Observation	11.50%	-	-	-	9.60%	1.91%	-
ED to Adm/Obs	23.40%	-	-	-	21.47%	1.92%	-
Quick Cares	15,035	19,754	(4,719)	(23.89%)	15,276	(241)	(1.58%)
Primary Care	7,052	9,204	(2,152)	(23.38%)	6,523	529	8.11%
UMC Telehealth - QC	503	610	(107)	(17.59%)	382	121	31.68%
OP Ortho Clinic	1,759	2,557	(798)	(31.20%)	1,572	187	11.90%
Deliveries	126	138	(12)	(8.44%)	136	(10)	(7.35%)



# TRENDING STATS



	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	12-Mo Avg	Var
APDs	18,603	18,390	18,028	17,177	17,546	17,894	19,201	18,919	17,882	18,173	18,399	18,211	18,364	18,202	162
Total Admissions	1,955	2,017	2,000	1,897	1,898	1,930	1,959	1,838	1,838	1,931	1,877	1,966	1,861	1,926	(65)
Observation Cases	775	841	933	907	922	844	903	822	924	941	900	927	1,001	887	114
AADC (Hospital)	591	570	553	545	538	566	584	584	579	553	581	557	587	567	20
ALOS (Adm)	6.56	6.22	5.96	6.57	5.83	5.75	6.55	6.85	6.34	6.25	6.04	6.22	5.57	6.26	(0.69)
ALOS (Obs)	1.03	1.08	1.15	1.18	1.23	1.39	1.41	1.42	1.66	1.46	1.28	1.31	1.44	1.30	0.14
Hospital CMI	1.84	1.82	1.78	1.83	1.86	1.80	1.92	1.84	1.89	1.92	1.76	1.93	1.92	1.85	0.07
Medicare CMI	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	2.09	(0.03)
IP Surgery Cases	736	763	807	799	793	771	794	768	760	814	790	827	800	785	15
OP Surgery Cases	440	422	571	550	557	531	541	604	558	577	589	630	590	548	43
Transplants	13	17	14	18	17	13	15	11	13	18	14	16	18	15	3
Total ER Visits	9,118	9,505	9,231	8,955	9,278	9,054	9,092	9,035	8,329	8,859	9,015	9,470	8,753	9,078	(325)
ED to Admission	11.88%	11.58%	11.89%	11.88%	11.78%	13.32%	12.49%	12.02%	12.95%	12.07%	12.67%	12.08%	11.89%	12.22%	(0.33%)
ED to Observation	9.60%	10.38%	10.75%	10.11%	9.67%	9.05%	9.80%	11.28%	10.96%	11.68%	10.54%	10.13%	11.50%	10.33%	1.18%
ED to Adm/Obs	21.47%	21.97%	22.64%	21.99%	21.45%	22.37%	22.29%	23.30%	23.92%	23.75%	23.21%	22.21%	23.40%	22.55%	0.85%
Quick Care	17,230	16,023	18,963	18,359	19,689	21,000	24,241	23,453	20,933	21,186	21,628	20,510	15,035	20,268	(5,233)
Primary Care	6,523	5,286	7,075	5,801	6,452	6,523	5,427	7,476	7,537	7,147	7,562	7,753	7,052	6,714	339
UMC Telehealth - QC	382	433	432	532	547	633	785	718	575	577	580	566	503	563	(60)
OP Ortho Clinic	1572	1286	1380	1579	1,744	1,529	1,636	2,032	1,751	1,726	2,194	2,141	1,759	1,714	45
Deliveries	136	140	157	154	141	125	150	120	118	114	92	82	126	127	4

# Payor Mix Trend



## IP- Payor Mix 12 Mo Jun- 24

Fin Class	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	12-Mo Avg	Jun to Avg Var
Commercial	17.62%	15.62%	16.90%	17.69%	17.92%	16.95%	17.39%	16.91%	17.11%	18.53%	17.96%	17.48%	13.69%	17.34%	(3.65%)
Government	3.54%	4.56%	4.43%	4.16%	4.20%	3.26%	3.88%	3.83%	3.76%	4.75%	4.29%	3.58%	4.19%	4.02%	0.17%
Medicaid	43.45%	44.61%	41.85%	45.49%	44.39%	43.48%	44.58%	45.70%	44.65%	42.06%	40.75%	40.11%	43.05%	43.43%	(0.38%)
Medicare	29.37%	30.74%	31.36%	28.64%	30.44%	31.12%	27.78%	29.78%	29.73%	29.71%	31.47%	34.07%	31.89%	30.35%	1.54%
Self Pay	6.02%	4.47%	5.46%	4.02%	3.05%	5.19%	6.37%	3.78%	4.75%	4.95%	5.53%	4.76%	7.18%	4.86%	2.32%

## ED- Payor Mix 12 Mo Jun- 24

Fin Class	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	12-Mo Avg	Jun to Avg Var
Commercial	17.32%	17.09%	17.43%	18.18%	18.52%	17.60%	18.10%	18.81%	18.89%	19.30%	18.61%	17.37%	17.25%	18.10%	(0.85%)
Government	4.32%	4.89%	4.92%	4.31%	4.38%	4.75%	4.28%	4.68%	4.44%	4.36%	4.40%	4.52%	5.76%	4.52%	1.24%
Medicaid	49.77%	49.57%	48.35%	50.48%	51.35%	51.55%	51.36%	51.73%	52.65%	50.93%	50.29%	49.48%	47.76%	50.63%	(2.87%)
Medicare	15.65%	15.56%	15.99%	15.05%	15.35%	14.14%	14.23%	14.55%	14.65%	15.15%	15.57%	16.14%	17.19%	15.17%	2.02%
Self Pay	12.94%	12.89%	13.31%	11.98%	10.40%	11.96%	12.03%	10.23%	9.37%	10.26%	11.13%	12.49%	12.04%	11.58%	0.46%

# Payor Mix Trend



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

Surg IP	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	12-Mo Avg	Jun to Avg Var
Commercial	21.13%	19.27%	22.30%	21.32%	23.33%	21.40%	22.29%	21.85%	18.42%	22.36%	24.05%	22.85%	19.38%	21.71%	(2.33%)
Government	5.42%	6.29%	5.45%	8.10%	5.42%	4.15%	5.29%	4.29%	4.47%	5.65%	5.06%	3.26%	7.50%	5.24%	2.26%
Medicaid	42.28%	41.80%	36.06%	38.04%	34.93%	38.52%	36.52%	34.46%	40.66%	38.08%	35.83%	36.64%	37.00%	37.82%	(0.82%)
Medicare	26.29%	28.05%	32.60%	28.05%	33.55%	31.13%	29.35%	34.07%	32.50%	30.47%	31.90%	30.72%	31.25%	30.72%	0.53%
Self Pay	4.88%	4.59%	3.59%	4.49%	2.77%	4.80%	6.55%	5.33%	3.95%	3.44%	3.16%	6.53%	4.87%	4.51%	0.36%

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

Surg OP	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	12-Mo Avg	Jun to Avg Var
Commercial	33.40%	29.86%	34.15%	31.45%	33.75%	30.70%	33.46%	32.67%	26.34%	31.72%	34.47%	33.97%	34.75%	32.16%	2.59%
Government	8.64%	6.64%	9.11%	8.00%	5.21%	5.27%	5.73%	6.47%	6.27%	6.07%	5.94%	6.83%	4.58%	6.68%	(2.10%)
Medicaid	34.55%	38.38%	33.10%	36.00%	31.24%	33.52%	35.85%	35.49%	39.07%	31.20%	32.26%	30.79%	36.60%	34.29%	2.31%
Medicare	22.73%	22.99%	19.96%	22.18%	28.55%	29.57%	22.74%	23.88%	27.60%	28.25%	26.32%	26.67%	22.54%	25.12%	(2.58%)
Self Pay	0.68%	2.13%	3.68%	2.37%	1.25%	0.94%	2.22%	1.49%	0.72%	2.76%	1.01%	1.74%	1.53%	1.75%	(0.22%)

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$420,167,284	\$436,032,343	(\$15,865,059)	(3.64%)	●
Net Patient Revenue	\$80,106,007	\$78,140,422	\$1,965,585	2.52%	●
Other Revenue	\$3,965,258	\$3,354,550	\$610,708	18.21%	●
<b>Total Operating Revenue</b>	<b>\$84,071,265</b>	<b>\$81,494,971</b>	<b>\$2,576,293</b>	<b>3.16%</b>	●
Net Patient Revenue as a % of Gross	19.07%	17.92%	1.14%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$78,223,235</b>	<b>\$78,504,948</b>	<b>(\$281,713)</b>	<b>(0.36%)</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>\$5,848,030</b>	<b>\$2,990,023</b>	<b>\$2,858,006</b>	<b>95.58%</b>	●
Add back: Depr & Amort.	\$4,140,741	\$3,266,168	\$874,572	26.78%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$9,988,770</b>	<b>\$6,256,192</b>	<b>\$3,732,579</b>	<b>59.66%</b>	●

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$4,873,406,471	\$5,288,597,242	(\$415,190,771)	(7.85%)	●
Net Patient Revenue	\$926,720,122	\$937,755,889	(\$11,035,767)	(1.18%)	●
Other Revenue	\$45,156,361	\$41,812,003	\$3,344,358	8.00%	●
<b>Total Operating Revenue</b>	<b>\$971,876,483</b>	<b>\$979,567,892</b>	<b>(\$7,691,409)</b>	<b>(0.79%)</b>	●
Net Patient Revenue as a % of Gross	19.02%	17.73%	1.28%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
<b>Total Operating Expense</b>	<b>\$952,231,603</b>	<b>\$953,256,763</b>	<b>(\$1,025,160)</b>	<b>(0.11%)</b>	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
<b>Total Inc from Ops</b>	<b>\$19,644,880</b>	<b>\$26,311,129</b>	<b>(\$6,666,249)</b>	<b>(25.34%)</b>	●
Add back: Depr & Amort.	\$47,719,409	\$39,800,683	\$7,918,726	19.90%	
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$67,364,288</b>	<b>\$66,111,811</b>	<b>\$1,252,477</b>	<b>1.89%</b>	●
<b>Operating Margin (w/Depr &amp; Amort.)</b>	<b>6.93%</b>	<b>6.75%</b>	<b>0.18%</b>	<b>-</b>	

# SUMMARY INCOME STATEMENT TREND



REVENUE	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	12-Mo Avg	Jun to Avg Var
Total Gross Patient Revenue	\$369,657	\$375,131	\$401,381	\$391,079	\$400,966	\$398,636	\$410,625	\$413,322	\$403,919	\$414,709	\$410,789	\$432,682	\$420,167	\$401,908	\$18,259
Net Patient Revenue	\$71,836	\$73,939	\$72,307	\$75,359	\$74,525	\$72,590	\$76,932	\$86,254	\$75,115	\$83,175	\$75,410	\$80,978	\$80,106	\$76,535	\$3,571
Other Revenue	\$3,772	\$5,105	\$3,723	\$3,310	\$4,386	\$2,770	\$3,080	\$3,592	\$3,672	\$3,192	\$4,207	\$4,155	\$3,965	\$3,747	\$218
<b>Total Operating Revenue</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>\$84,071</b>	<b>\$80,282</b>	<b>\$3,789</b>
Net Patient Revenue as a % of Gross	19.43%	19.71%	18.01%	19.27%	18.59%	18.21%	18.74%	20.87%	18.60%	20.06%	18.36%	18.72%	19.07%	19.05%	0.02%
EXPENSE	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	12-Mo Avg	Jun to Avg Var
Salaries, Wages and Benefits	\$44,902	\$49,645	\$46,595	\$46,126	\$47,643	\$44,037	\$50,493	\$50,112	\$49,109	\$51,578	\$50,292	\$50,713	\$47,316	\$48,437	(\$1,121)
Supplies	\$14,540	\$13,216	\$13,699	\$15,388	\$13,165	\$15,309	\$15,488	\$14,325	\$14,015	\$15,864	\$13,764	\$16,414	\$16,103	\$14,599	\$1,504
Other	\$14,467	\$14,697	\$15,295	\$16,275	\$16,403	\$16,972	\$17,204	\$16,854	\$16,101	\$16,229	\$16,317	\$15,451	\$14,804	\$16,022	(\$1,218)
<b>Total Operating Expense</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>\$78,223</b>	<b>\$79,058</b>	<b>(\$835)</b>
INCOME FROM OPS	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	12-Mo Avg	Jun to Avg Var
<b>Total Inc from Ops</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>\$5,848</b>	<b>\$1,223</b>	<b>\$4,625</b>
Add back: Depr & Amort.	\$3,732	\$3,752	\$3,918	\$3,875	\$3,834	\$3,829	\$3,849	\$4,382	\$3,987	\$3,980	\$4,061	\$4,112	\$4,141	\$3,943	\$198
<b>Tot Inc from Ops plus Depr &amp; Amort.</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>\$9,989</b>	<b>\$5,166</b>	<b>\$4,823</b>
<b>Operating Margin (w/Depr &amp; Amort.)</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>11.88%</b>	<b>6.43%</b>	<b>5.45%</b>

# SALARY & BENEFIT EXPENSE



	Actual	Budget	Variance	% Variance	
Salaries	\$30,960,366	\$31,799,913	(\$839,547)	(2.64%)	●
Benefits	\$13,126,387	\$15,487,071	(\$2,360,684)	(15.24%)	●
Overtime	\$968,983	\$1,141,200	(\$172,217)	(15.09%)	●
Contract Labor	\$2,260,733	\$957,008	\$1,303,726	136.23%	●
<b>TOTAL</b>	<b>\$47,316,470</b>	<b>\$49,385,192</b>	<b>(\$2,068,722)</b>	<b>(4.19%)</b>	●
Paid FTEs	3,912	3,960	(48)	(1.21%)	●
SWB per FTE	\$12,095	\$12,471	(\$376)	(3.02%)	●
SWB/APD	\$2,577	\$2,392	\$184	7.70%	●
SWB % of Net	59.07%	63.20%	-	(4.13%)	●
AEPOB	6.39	5.76	0.64	11.05%	●

# SALARY & BENEFIT EXPENSE TREND



SALARY & BENEFIT EXPENSE	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	May- 24	Jun- 24	12-Mo Avg	Jun to Avg Var
Salaries	\$28,388	\$33,875	\$30,217	\$30,264	\$31,516	\$30,218	\$32,609	\$32,021	\$31,556	\$33,979	\$31,917	\$32,049	\$30,960	\$31,551	(\$590)
Benefits	\$12,982	\$13,781	\$14,915	\$14,663	\$14,491	\$12,451	\$14,282	\$14,934	\$13,870	\$14,064	\$14,998	\$15,044	\$13,126	\$14,206	(\$1,080)
Overtime	\$1,112	\$1,030	\$830	\$804	\$1,115	\$1,055	\$1,230	\$1,091	\$1,067	\$1,194	\$1,025	\$1,207	\$969	\$1,063	(\$94)
Contract Labor	\$2,420	\$958	\$634	\$395	\$520	\$313	\$2,373	\$2,067	\$2,616	\$2,342	\$2,352	\$2,413	\$2,261	\$1,617	\$644
Nursing	\$377	\$273	\$183	\$163	\$151	\$96	\$58	(\$38)	\$85	\$100	\$92	\$122	\$84	\$138	(\$54)
Physician	\$1,097	\$152	\$25	\$61	\$50	\$42	\$1,947	\$2,213	\$2,124	\$1,655	\$1,998	\$1,895	\$1,808	\$1,105	\$703
Other	\$947	\$533	\$425	\$171	\$319	\$349	\$367	(\$108)	\$407	\$587	\$262	\$396	\$368	\$388	(\$20)
<b>TOTAL</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>\$47,316</b>	<b>\$48,437</b>	<b>(\$1,121)</b>
Paid FTE	3,831	3,847	3,788	3,816	3,821	3,848	3,908	3,880	3,873	3,892	3,923	3,963	3,912	3,866	46
SWB per FTE	\$11,722	\$12,904	\$12,300	\$12,088	\$12,470	\$11,443	\$12,919	\$12,917	\$12,679	\$13,251	\$12,820	\$12,795	\$12,095	\$12,526	(\$431)
SWB/APD	\$2,414	\$2,700	\$2,585	\$2,685	\$2,715	\$2,461	\$2,630	\$2,649	\$2,746	\$2,838	\$2,733	\$2,785	\$2,577	\$2,662	(\$85)
SWB % of Net	<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>59.07%</b>	<b>63.36%</b>	<b>(4.29%)</b>
OT % of Productive	<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>2.93%</b>	<b>3.05%</b>	<b>(0.12%)</b>
AEPOB	<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>6.39</b>	<b>6.48</b>	<b>(0.09)</b>

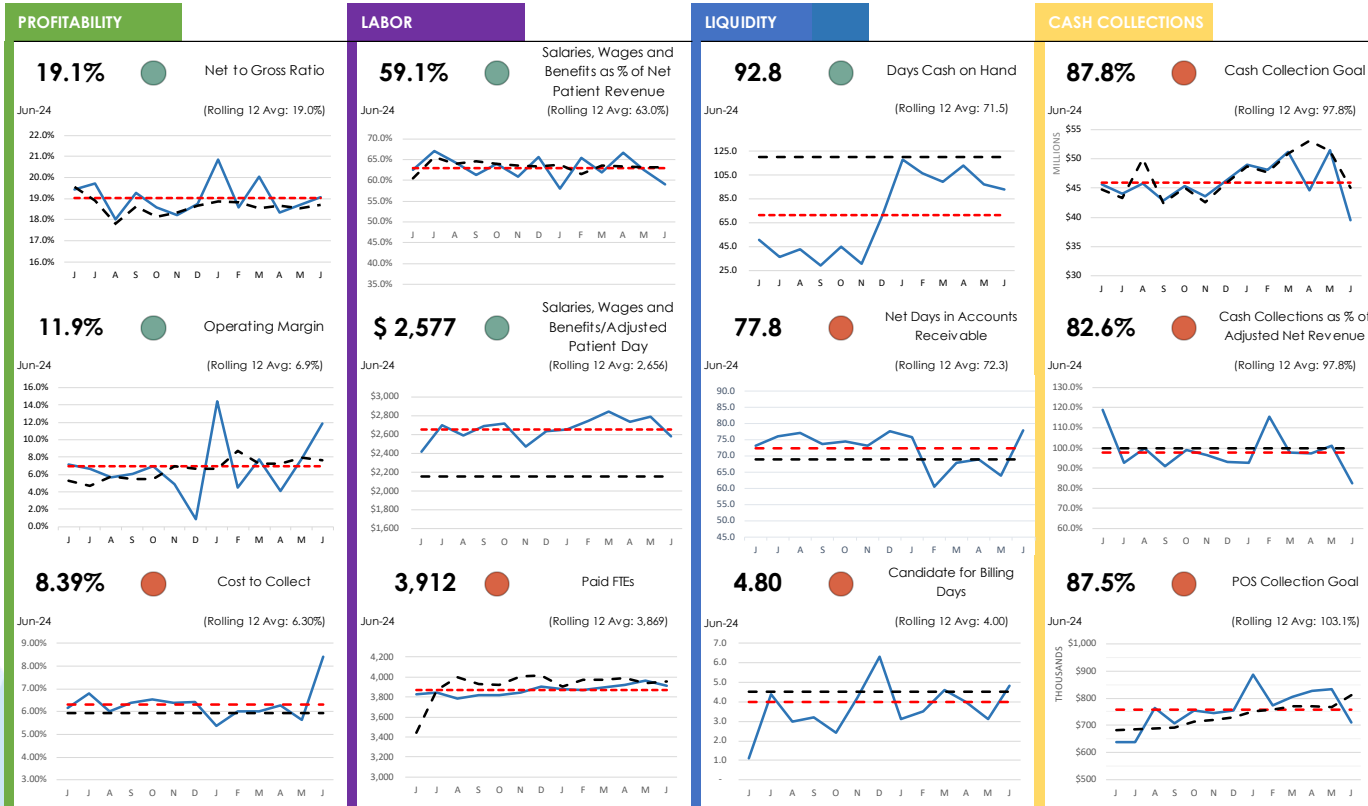


# EXPENSES JUN



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,860,450	\$3,018,407	(\$157,957)	(5.23%)	●
Supplies	\$16,102,861	\$13,862,785	\$2,240,076	16.16%	●
Purchased Services	\$5,042,499	\$5,970,239	(\$927,740)	(15.54%)	●
Depreciation	\$2,612,690	\$2,390,888	\$221,802	9.28%	●
Amortization	\$1,528,051	\$875,281	\$652,770	74.58%	●
Repairs & Maintenance	\$889,281	\$926,600	(\$37,319)	(4.03%)	●
Utilities	\$490,256	\$821,847	(\$331,591)	(40.35%)	●
Other Expenses	\$1,258,331	\$1,015,958	\$242,373	23.86%	●
Rental	\$122,347	\$237,751	(\$115,404)	(48.54%)	●
<b>Total Other Expenses</b>	<b>\$30,906,765</b>	<b>\$29,119,756</b>	<b>\$1,787,009</b>	<b>6.14%</b>	●

# KEY FINANCIAL INDICATORS



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

# FY24 CASH FLOW



## Operating Activities

Cash received from patients and payors
Cash paid to vendors
Cash paid to employees
Other operating receipts/(disbursements)
Net cash provided by/(used in) operations

## Investing Activities

Purchase of property and equipment, net
Interest received
Addition/ (reduction) from/ (to) donor-restricted cash
Addition/ (reduction) from/ (to) internally designated cash
Net cash provided by/(used in) investing activities

## Financing Activities

From/(to) Clark County
Unrestricted donations and other
Borrowing/(repayment) of debt
Interest paid
Other
Net cash provided by/(used in) financing activities

Increase/(decrease) in cash
Cash beginning of period
Cash end of period

Unrestricted cash
Cash restricted by donor
Internally designated cash

June 2024	May 2024	April 2024	YTD of FY2024
75,217,688	63,771,948	109,361,460	1,076,303,286
(29,797,433)	(42,233,282)	(31,870,160)	(359,420,629)
(51,502,147)	(57,938,201)	(43,327,675)	(565,228,727)
3,127,104	1,837,668	4,206,826	42,155,561
(2,954,788)	(34,561,867)	38,370,450	193,809,491
(7,053,583)	(6,005,525)	(3,644,001)	(71,787,052)
1,378	752,505	595,395	9,649,221
-	-	-	-
6,951,234	8,297,267	(117,323,424)	(39,628,257)
(100,971)	3,044,247	(120,372,030)	(101,766,088)
-	-	-	5,000,000
-	-	-	-
-	-	-	(6,565,000)
-	-	-	(104,068)
-	-	-	3,388
-	-	-	(1,665,679)
(3,055,760)	(31,517,620)	(82,001,580)	90,377,724
128,284,552	159,802,172	241,803,752	34,851,069
125,228,792	128,284,552	159,802,172	125,228,792
125,228,792	128,284,552	159,802,172	125,228,792
3,833,354	4,270,121	4,261,113	3,833,354
118,831,757	125,782,991	134,080,258	118,831,757

# FY24BALANCE SHEET HIGHLIGHTS



		Jun 2024	May 2024	Apr 2024
<b>CASH</b>				
	Unrestricted	\$ 125.2	\$ 128.2	\$ 159.8
	Restricted by donor	3.8	4.3	4.3
	Internally designated	118.8	125.8	134.1
		<u>\$ 247.9</u>	<u>\$ 258.3</u>	<u>\$ 298.2</u>
<b>NET WORKING CAPITAL</b>		\$ 206.1	\$ 211.8	\$ 207.6
<b>NET PP&amp;E</b>		\$ 269.5	\$ 261.9	\$ 252.5
<b>LONG-TERM DEBT</b>		\$ -	\$ -	\$ -
<b>NET PENSION LIABILITY</b>		\$ 630.4	\$ 630.4	\$ 630.4
<b>NET POSITION</b>		\$ (157.4)	\$ (163.0)	\$ (165.8)

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

Cleared for Agenda  
July 24, 2024

Agenda Item #

**7**

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

<b>Issue:</b> <b>Organizational Performance Goals</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee discuss FY24 Organizational Performance Goals as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

Each year, the subcommittees of the Governing Board review the organizational accomplishments based on performance objectives approved by the Governing Board. During this meeting accomplishments associated with the Audit and Finance objectives will be discussed.

Cleared for Agenda  
July 24, 2024

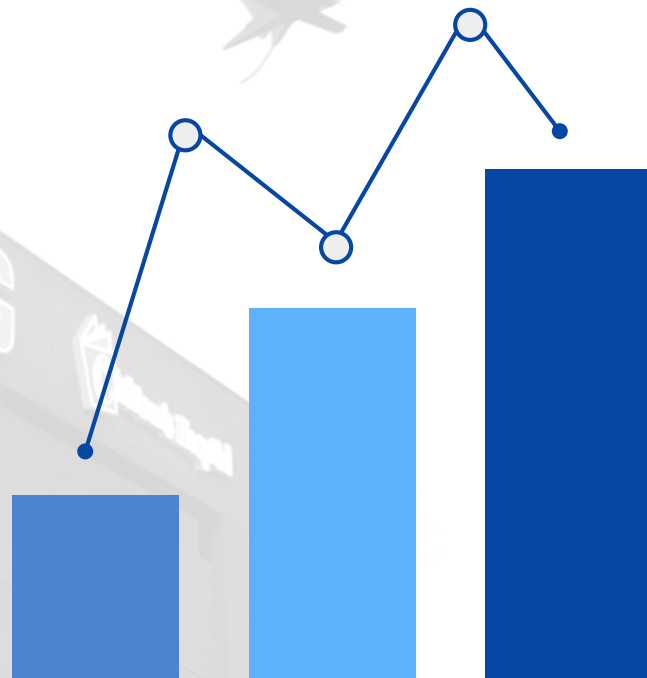
Agenda Item #

**8**



# Organizational Goals- FY24

-Q4 Update



# Organizational Goals- FY24 Finance/Operations



1. Exceed fiscal year budgeted income from operations plus depreciation and amortization.
2. 4.5 day target for discharged to home ALOS.
3. Phase I & Phase II façade project on time on budget.



# Organizational Goals - FY24



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

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$4,873,406,471	\$5,288,597,242	(\$415,190,771)	(7.85%)	↓
Net Patient Revenue	\$926,720,122	\$937,755,889	(\$11,035,767)	(1.18%)	↓
Other Revenue	\$45,156,361	\$41,812,003	\$3,344,358	8.00%	↑
<b>Total Operating Revenue</b>	<b>\$971,876,483</b>	<b>\$979,567,892</b>	<b>(\$7,691,409)</b>	<b>(0.79%)</b>	↓
Net Patient Revenue as a % of Gross	19.02%	17.73%	1.28%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$952,231,603	\$953,256,763	(\$1,025,160)	(0.11%)	↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$19,644,880	\$26,311,129	(\$6,666,249)	(25.34%)	↓
Add back: Depr & Amort.	\$47,719,409	\$39,800,683	\$7,918,726	19.90%	↑
<b>Tot Inc from Ops plus Depr &amp; Amort.</b>	<b>\$67,364,288</b>	<b>\$66,111,811</b>	<b>\$1,252,477</b>	<b>1.89%</b>	↑
Operating Margin (w/Depr & Amort.)	6.93%	6.75%	0.18%	-	

# Organizational Goals - FY24



## 2. 4.5 day target for discharged to home ALOS.

	Actual	Target	YTD Variance	% Var	
Discharged to home ALOS	4.44	4.50	(0.06)	(1.35%)	↑

# Organizational Goals - FY24

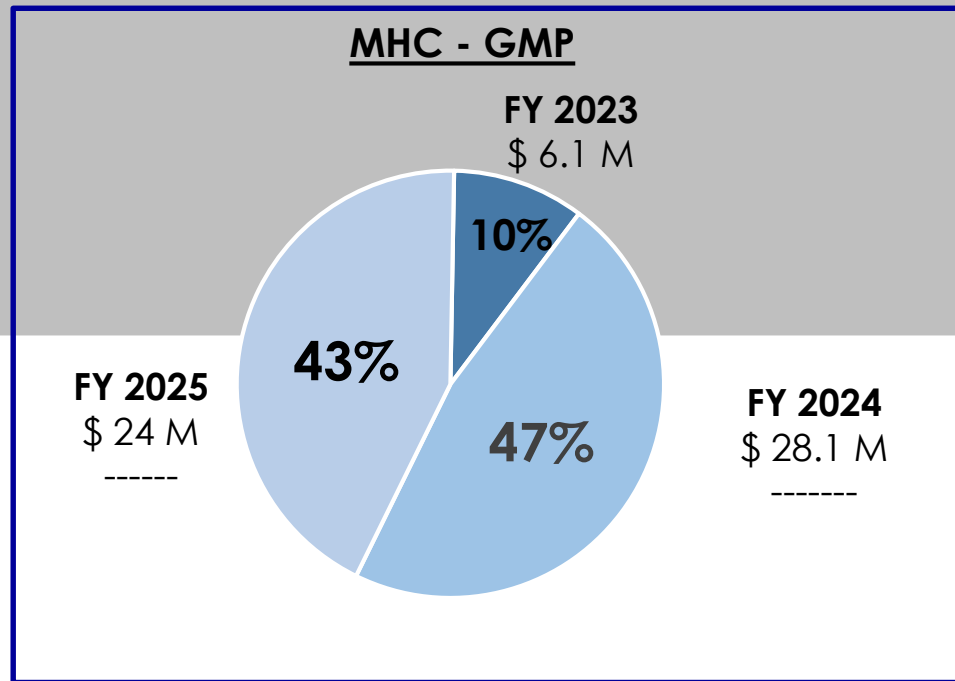
## 3. Phase I & Phase II façade project on time on budget.

As of June 2024

**General Contractor:** Martin Harris Construction (MHC)

**TOTAL GMP COST (MHC) = \$ 58.2 million**

Approved Amount	Invoices Entered to Date	Amount Remaining
\$58,200,000.00	\$39,089,798.72	\$19,110,201.28



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

<b>Issue:</b> <b>Organizational Performance Objectives</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee discuss and establish the FY25 Organizational Performance Goals as it relates to the subject matter relevant to the Audit and Finance Committee and make a recommendation to the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

Each year, the subcommittees of the Governing Board establishes the organizational performance objectives to be approved by the Governing Board. During this meeting new FY25 objectives associated with the Audit and Finance will be discussed.

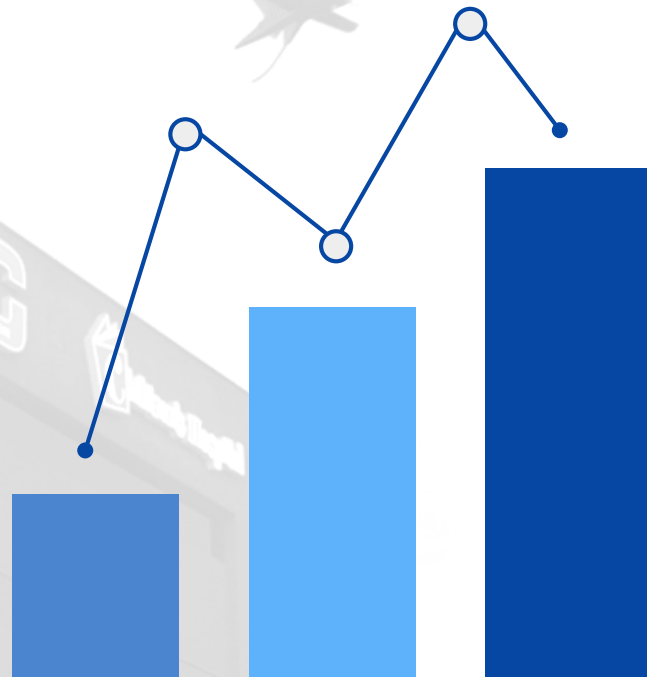
Cleared for Agenda  
July 24, 2024

Agenda Item #

**9**



# Organizational Goals



1. Exceed fiscal year budgeted income from operations plus depreciation and amortization.
2. 4.44 day target for discharged to home ALOS.
3. Status accuracy for Obs in the ED: Target is 8.31%
4. Improve labor utilization with a target (budgeted) of SWB per APD of \$2,907, Adjusted EPOB of 6.64
5. First Case On Time Start (FCOTS): Target is 80%

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
10	NRS 332.115(1)(b)	No	Ed Vance & Associates Architects d/b/a EV&A	New Contract	N/A	Not-to-exceed three years	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.	\$1,322,000	N/A	N/A	Facilities / Plant Ops	<p>This request is for UMC to enter into an Agreement with Ed Vance &amp; Associates Architects (“EV&amp;A”), a Nevada corporation, to provide architectural and development services for a potential future project involving the construction of a five-story parking structure to be located on Wellness Way and Tonopah Drive.</p> <p>Prior to initiating a project, the UMC team determines whether the complexity necessitates outside expertise. In this instance, it was determined that 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.</p>
11	NRS 332.112	No	Martin Harris Construction - Report of Emergency Contract Action	New Contract	n/a	Until project completion	None	\$250,000	N/A	None	Plant Operations	<p>On June 14, 2024, a failure of a deteriorated metal “main” domestic water line system resulted in emergency repairs to restore water flow to the southern section of the UMC campus. The water line needed to be repaired immediately to prevent further water flow disruption. Martin Harris Construction was contacted immediately to temporarily repair the water line and complete further repairs needed to existing pipe systems including a complete removal and replacement of the deteriorated metal water pipe system. The repair resulted in a cost to UMC of \$250,000.00.</p>
12	NRS 332.115(1)(h)	No	Spok, Inc.	Amendment	No	Extend for 3 Years	Budget Act and Fiscal Fund Out	Order Form \$789,396	N/A	N/A	IS-UMC	<p>This request is to execute a new Order Form for Spok software, third-party components, professional services, maintenance, and support. This software is critically utilized by UMC for PBX internal paging. UMC will compensate Spok \$789,396 for a three-year term from the Effective date. The Amendment requests to extend the term of the Agreement for an additional three years, concluding on June 21, 2028.</p>
13	NRS 332.115(1)(h)	No	Solventum Health Information Systems, Inc.	Amendment	No	Extend for 1 Year	Subject to Sections 9.1.2 (Early Termination) and 9.2 (Termination and Non-Renewal, Rights and Obligations)	\$1,258,727.49	N/A	N/A	HIM	<p>This Amendment 26 requests to update the name from 3M Health Information Systems, Inc. to Solventum Health Information Systems, Inc., increase the funding by an additional \$1,258,727.49, extend the software schedule term through July 24, 2025, and extend the fluency direct fee schedule through September 30, 2025.</p>
14	NRS 332.115(1)(b)	No	Kinect Energy, Inc.	Amendment	No	August 1, 2023 through October 31, 2024 (post-Amendment)	The Agreement may be terminated, without cause, provided 90 days’ prior notice is provided. At this time, given the end date of the term, the Agreement would likely naturally expire before such right could be exercised.	\$75,253	N/A	N/A	Facilities / Plant Ops	<p>This request is for UMC to enter into an Amendment to extend the term of the previously approved Master Agreement for Energy Management Services.</p> <p>Following previous Governing Board approval, UMC entered into an Agreement with Kinect Energy, Inc., for Kinect Energy, Inc., to provide advisory, consulting, and procurement services regarding the acquisition of natural gas directly from the source. This allowed, and continues to allow for, a savings to UMC through the elimination of excessive surcharges from distributors.</p> <p>With the current Agreement’s term set to expire at the conclusion of July 31, 2024, it is necessary to extend the term to allow for a proper transition. Accordingly, this Amendment extends the term through October 31, 2024.</p>

15	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)	<p>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.</p>
----	-----	----	----------	-----------	----	---------	---	---	------	------	---------------------------------	--



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
16	N/A	No	Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the Kirk Kirkorian School of Medicine at UNLV	Amendment	Yes	9 months	Budget Act/Fiscal Fund Out	Amendment 5 Monthly Base Rent \$28,270.58; Total \$254,435.22	Administration	This Fifth Amendment is to extend a lease with NSHE and the Kirk Kerkorian School of Medicine. The school occupies UMC property located at 1524 Pinto Lane (2nd and 3rd Floors) and this amendment will extend the term of their lease for a portion of the premises on the 3rd floor through July 31, 2025.

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

<b>Issue:</b>	<b>Agreement for UMC Parking Garage 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 prospective parking structure project; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000999901	Funded Pgm/Grant: N/A
Description: Architectural and development services for a prospective parking structure project	
Bid/RFP/CBE: NRS 332.115(1)(b) – professional services.	
Term: Not-to-exceed three years from the effective date of the Agreement	
Amount: \$1,322,000	
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 and development services for a potential future project involving the construction of a five-story parking structure to be located on Wellness Way and Tonopah Drive.

Prior to initiating a project, the UMC team determines whether the complexity necessitates outside expertise. In this instance, it was determined that 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 through the date of completion of the work or the date that is three years 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.

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.

Cleared for Agenda  
July 24, 2024

Agenda Item #

10

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR UMC PARKING GARAGE  
ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH)**

<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 PARKING GARAGE  
ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE)**

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 Parking Garage Architectural Services (Wellness Way & Tonopah Drive) (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, HOSPITAL envisions the completion of future construction to create additional parking availability 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 \$1,322,000 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 three (3) years 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 \$1,322,000. 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. Intentionally deleted.
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. Intentionally deleted.
- 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. 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. Intentionally deleted.
  - 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.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

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

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, 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. Intentionally deleted.
- 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.

#### **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 is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

F. Complete Agreement

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

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be

amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**.

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

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

L. Governing Law / Venue

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

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. Intentionally deleted.
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

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

\_\_\_\_\_  
7/1/2024  
DATE

**EXHIBIT A**  
**UMC PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE)**  
**SCOPE OF WORK**

HOSPITAL envisions the completion of future construction to create additional parking availability on the HOSPITAL's campus. The construction is expected to result in a parking garage, located at the Northeast Corner of Wellness Way and Tonopah Drive, and to consist of approximately 808 parking spaces in a 5-story structure. The Parking Garage is also expected to include three elevators and two open stairs for emergency exits. With this understanding in mind, COMPANY's Scope of Work consists of professional architectural design and engineering services, including, but not limited to, architecture, civil engineering, landscape architecture, structural engineering, MP&E engineering, technology engineering, specifications, vertical transportation consultant, cost estimation, and geotechnical engineering. Professional services are to be performed in phases including entitlements, schematic design, design development, construction documents, permit/plan review, RFI responses during the bidding phase led by HOSPITAL, and construction observation and administration. Entitlements shall include preparing plans for submission to the City of Las Vegas Zoning and Planning and representation as necessary for up to two public hearings. Construction observation shall include shop drawing review, RFI responses, additional building department submittals, and processing (as required) for an estimated 12-month construction schedule.

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

**Not-To-Exceed total: \$1,322,000**

**Breakdown by Discipline:**

EV&A Architects Fee:  
TRU Dev (Civil) Fee:  
SLA (Landscape Architect)  
IMEG (SMPET) Fee:  
Lerch Bates (Vertical Transportation) Fee:  
Light Solutions Fee:  
OCMI (Cost Estimate) Fee:  
HALL | AEC Specification Fee:  
PCNA FPR Fee:  
McGettigan Consulting (Geotech) Fee:  
Reimbursables (Estimated Plans Review Fee)



Total    \$1,322,000.00

**Breakdown by Division of Work:**

Entitlements + Zoning Dept Review Fees:  
Schematic Design + Civil Public Works Review Fees:  
Design Development:  
Construction Documents + Building Dept Review Fees:  
Bidding:  
Construction Administration:



Total    \$1,322,000.00

## EXHIBIT B

### UMC PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE) 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 PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE) (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

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





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b>  <b>1. INSURANCE BROKER'S NAME ADDRESS</b>	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b>  <b>2. //TYPE//S NAME ADDRESS PHONE &amp; FAX NUMBERS</b>	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
		NAIC #

**3. COMPANY'S  
BEST KEY  
RATING**

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
<b>4.</b>	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
<b>5.</b>	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
<b>6.</b>	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	X					WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
<b>7.</b>	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
<b>8.</b>				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000

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

UMC PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY &amp; TONOPAH DRIVE)

**9. CERTIFICATE HOLDER****CANCELLATION**

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

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

**10. AUTHORIZED REPRESENTATIVE**

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

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: CBE 332.115(1)(b) - UMC PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE)

**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 INSURED 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**

**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.

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

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b>	<b>Report of an Emergency Contract Action for Broken Water Main/Pipe Repair</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 receive a report on the emergency repairs of a broken water main/pipe repair; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund #: 5430.011

Fund Center: 999901

Amount: \$250,000.00 chilled water line repair

Description: Report of an Emergency Contract Action

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

**BACKGROUND:**

On June 14, 2024, a failure of a deteriorated metal “main” domestic water line system resulted in emergency repairs to restore water flow to the southern section of the UMC campus. The water line needed to be repaired immediately to prevent further water flow disruption. Martin Harris Construction was contacted immediately to temporarily repair the water line and complete further repairs needed to existing pipe systems including a complete removal and replacement of the deteriorated metal water pipe system. The repair resulted in a cost to UMC of \$250,000.00.

These circumstances meet the definition of an emergency as set forth in NRS 338.011:

Awarded to meet an emergency which results from a natural or artificially created disaster and which threatens the health, safety or welfare of the public.

In accordance with NRS 338.011 (2), if the public body or its authorized representative determines that an emergency exists, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative, he or she shall report it to the public body at its next regularly scheduled meeting. The water line needed to be repaired immediately to prevent further water flow disruption to the UMC campus which would have compromised patient safety.

Cleared for Agenda  
July 24, 2024

Agenda Item #

**11**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**  
**SERVICES AGREEMENT**

This Services Agreement, consisting of these terms and conditions, and Exhibit A and B (collectively, the "**Agreement**"), is entered into by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**HOSPITAL**") and Martin Harris Construction ("**COMPANY**"). HOSPITAL and COMPANY are individually referred to herein as a "**Party**" and collectively as the "**Parties**." This Agreement sets forth the terms and conditions upon which COMPANY will provide services for HOSPITAL's project identified on the Proposal submitted by COMPANY (the "**Project**"). Any additional or conflicting terms and conditions appearing on a quotation, proposal or any other document will not be binding upon the Parties.

**Signatures:** By executing this Agreement, each signatory represents and warrants that such person has read, understood and is duly authorized to execute this Agreement on behalf of the respective party.

**HOSPITAL:**

By: Mason Van Houweling  
MASON VAN HOUWELING  
Chief Executive Officer  
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

6/25/2024  
DATE

**COMPANY:**

By: Wade Pope  
NAME: Wade Pope  
Title: VP of Operations  
Address: 3030 S Highland Dr, Las Vegas, NV 89109

6/25/24  
DATE

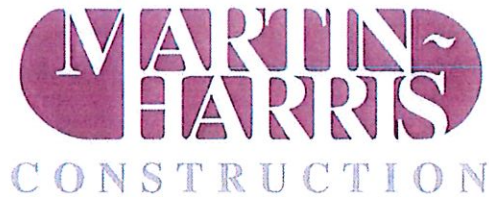
**Terms and Conditions**

1. **TERM.** The term of this Agreement shall commence on the date of last signature by the Parties below (the "**Effective Date**") and shall continue for a term of one year or Project completion, whichever occurs sooner (the "**Term**").
2. **COMPENSATION.** HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (please refer to Proposal) for the fixed not-to-exceed fee of \$ **250,000.00**. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice/progress bill that has been reviewed and approved by HOSPITAL. HOSPITAL may 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. Invoices/progress bills shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
3. **RESPONSIBILITY OF COMPANY.** COMPANY shall follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to facility access, onboarding, and other similar activities, including HOSPITAL's Vendor Access Roles and Responsibilities Policy, as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose. 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 take all reasonable precautions for the safety of all personnel on-site employees on the Project and all other persons who may be affected thereby. COMPANY shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Project, COMPANY shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Project and before final payment is made, COMPANY shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the Project to the satisfaction of HOSPITAL in accordance with all applicable federal, state, and local laws, ordinances and codes. COMPANY shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, HOSPITAL may satisfy the requirements of this Section at COMPANY's expense.
4. **SUBCONTRACTS.** Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
5. **EQUIPMENT AND MATERIALS.** COMPANY at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Project in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, HOSPITAL shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by COMPANY or its subcontractors, even if such Equipment is furnished, rented or loaned to COMPANY or its subcontractors by HOSPITAL.
6. **TIME SCHEDULE.** Time is of the essence of this Agreement. 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.
7. **TERMINATION.** This Agreement may also be terminated in whole or in part by HOSPITAL at any time for its convenience. This Agreement will terminate automatically if: (i) all or a substantial portion of COMPANY's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against COMPANY for relief under bankruptcy or similar laws and such



proceeding is not dismissed within sixty (60) days; (ii) COMPANY is adjudged bankrupt; or (iii) the provisions of NRS 338.130 are not complied with by COMPANY. Any failure or refusal to comply with any of the provisions of NRS 338.130 renders this Agreement void.

8. **BUDGET ACT/FISCAL FUND OUT.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the 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.
9. **INSURANCE.** COMPANY represents and warrants that it shall obtain and maintain during the term of this Agreement the following insurance coverages covering COMPANY for any and all claims of any nature which may in any manner arise out of or result from COMPANY's performance: (i) 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; (ii) commercial general liability limits of no less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate for bodily injury (including death), personal injury and property damages (must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement); (iii) 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; and (iv) professional liability insurance in the amount of no less than \$1,000,000 aggregate. Failure to adhere this section shall be deemed a material breach of contract. COMPANY shall provide a certificate to HOSPITAL upon request.
10. **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, or return receipt requested, at the addresses listed on page 1 of this agreement.
11. **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.
12. **GOVERNING LAW/VENUE.** Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada. Before instituting any judicial action with respect to a dispute, the parties agree to submit to non-binding mediation. COMPANY shall comply with all applicable laws, regulations and rules, including without limitation, Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338. Any provision required to be included in this Agreement pursuant to NRS Chapter 338 or NAC Chapter 338 is hereby incorporated by this reference.
13. **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.
14. **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.
15. **MISCELLANEOUS.** 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. In addition, the provisions of Nevada Revised Statute 338.125(2) are hereby specifically incorporated by reference. Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void. COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement. 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. 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. COMPANY warrants that it has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement. 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.



June 14, 2024

University Medical Center (UMC)  
1800 W Charleston Blvd  
Las Vegas, NV 89102

Attn: Monty Bowen  
William Rawlinson

Re: Emergency Repair- Broken Water Main/Pipe Repair

We are pleased to provide our NOT TO EXCEED (NTE) proposal for the emergency repairs needed on a deteriorated metal "main" domestic water line system, a recent failure of which resulted in an initial emergency repair to restore the required water flow to the Southern section of the main hospital campus. It is unknown how long the line had been leaking and saturating the surrounding soil prior to the failure, potentially destabilizing the soil, causing the deteriorated water line system to further destabilize and fail due to ongoing vibration from construction activities in the immediate area.

Martin Harris Construction (MHC), has provided a temporary repair at the rupture point of the main line, and cannot assure UMC will not observe additional failures on the remainder of the existing water line system and further disruption to the campus unless full replacement of the deteriorated lines are undertaken at this time.

This NTE includes a complete remove and replacement of the existing deteriorated metal water pipe system. This NTE also includes exploratory locator services to determine the full extent and routing for the remaining existing pipe systems.

**General Requirements:**

1. Insurance will include general liability and builders risk insurance. If insurance is owner provided, a copy of the proposed policy must be provided to Martin Harris Construction for review and to confirm the policy deductibles.
2. Included will be a superintendent; and a part-time project manager to coordinate subcontractors for proper repairs and completion.
3. This proposal is on an NTE with the knowledge of unforeseen conditions. Any extension beyond the NTE total, by no fault of MHC, would require additional funds.
4. Special inspection testing if required, is considered to be by Owner.
5. We include progressive clean-up of our debris throughout the duration of the repair as needed.

Page 70 of 127

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name.





6. We include reasonable protection of existing items to remain.
7. We do not include any modifications or corrections to any existing structural and/or code compliance issues that may currently exist in this building other than items directly and specifically related to this repair.
8. This proposal includes, to the best of our ability, all requirements of this project. However, there may be some items required by the Owner or Building Department that are not fully defined; therefore, this contractor reserves the privilege of reviewing any additional requirements to determine the impact on the terms of this estimate.
9. This proposal cannot be broken down into trades, all work must be done together.
10. This proposal does not include any background check or medical check for workers.
11. The proposal does not include any work in any other area, or which is not listed in the proposal.
12. The proposal includes prevailing wages.
13. This proposal is valid for 30 days.

**DEMOLITION:**

1. We have included the necessary demolition and removal of asphalt and soil for access to the pipe to include vacuum excavation if needed.

**REMOVE AND REPLACEMENT OF PIPE:**

1. This NTE includes exploratory locator services for the remaining existing pipe system to be removed and replaced on an as needed basis or at the request of UMC.

**TOTAL NTE PROPOSAL: \$250,000.00 (Two hundred and fifty thousand dollars)**

If you should have any questions, please call Kristy Staff @ 702-423-3401.

Thank you,

A handwritten signature in blue ink, appearing to read 'Kristy Staff', is written over the printed name and title.

Kristy Staff  
Project Manager

Page 71 of 127

A handwritten mark or signature in the bottom right corner of the page.

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

<b>Issue:</b>	<b>Order Form and Amendment with Spok, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Order Form and Amendment with Spok, Inc. for IT Services; authorize the Chief Executive Officer to execute renewals or amendments; or take action as deemed appropriate. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000  
 Fund Center: 3000854000  
 Description: Spok Software  
 Bid/RFP/CBE: NRS 332.115 (1)(h) - Software  
 Term: Amendment – Extend through June 21, 2028  
       Order Form – 3 years from Effective date  
 Amount: Order Form – \$789,396  
 Out Clause: Budget Act and Fiscal Fund Out

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

## **BACKGROUND:**

On June 22, 2020, UMC entered into a Customer Agreement Master Terms and Conditions ("Agreement") with Spok, Inc. ("Spok") to improve clinical communications within UMC through Spok's software, which includes paging, secure messaging, maintenance and support.

This request is to execute a new Order Form for Spok software, third-party components, professional services, maintenance, and support. This software is critically utilized by UMC for PBX internal paging. UMC will compensate Spok \$789,396 for a three-year term from the Effective date. The Amendment will extend the term of the Agreement for an additional three years, concluding on June 21, 2028. All other terms and conditions shall remain in full force and effect.

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

Spok currently holds a Clark County business license.

Cleared for Agenda  
July 24, 2024

Agenda Item #

**12**

# ORDER FORM



**Quote Number:** Q-00020046  
**Expiration Date:** July 31, 2024

Spok, Inc  
 3000 Technology Drive  
 Plano TX 75074

**Reference:** University Medical Center (UMC) of Southern Nevada

**Spok Contact:** Chase Fitzpatrick - [chase.fitzpatrick@spok.com](mailto:chase.fitzpatrick@spok.com)

**Bill To:** University Medical Center (UMC) of Southern Nevada  
 Don Barnwell  
 1800 W. Charleston Blvd  
 Las Vegas, NV 89102  
 Email: [don.barnwell@umcsn.com](mailto:don.barnwell@umcsn.com)  
 Account#: 10301180

**Ship To:** University Medical Center (UMC) of Southern Nevada  
 Don Barnwell  
 1800 W. Charleston Blvd  
 Las Vegas, NV 89102  
 Email: [don.barnwell@umcsn.com](mailto:don.barnwell@umcsn.com)

## ANNUAL FINANCIAL SPEND:

Year 1: Spok Software, Third Party Components, Professional Services, Maintenance and Support

Year 2: Spok Software, Third Party Components, Professional Services, Maintenance and Support

Year 3: Spok Software, Third Party Components, Professional Services, Maintenance and Support

**TOTAL**

**USD 718,371**

## ITEMIZED DETAILS:

Spok Software  
 Third Party Components  
 Professional Services  
 Premium Maintenance and Support (Three Years)

## SPOK PRODUCTS COVERED:

SmartSuite  
 Messenger

## CUSTOMER SITES COVERED:

University Medical Center (UMC) of Southern Nevada

## ITEMS NOT INCLUDED:

Travel Estimate  
 Shipping Estimate  
 Customer Supplied Components



# ORDER FORM



## TERMS AND CONDITIONS

The offer contained within this Order Form expires if a fully executed Order Form is not received by Spok at its office in Alexandria, Virginia by 11:59pm CT on July 31, 2024.

### Customer Requirements:

- Local Area Network - TCP/IP
- Appropriate power, UPS, Rack for Servers and KVM switch(s), monitor, mouse
- Customer Supplied SSL/TLS certificate is required
- Miscellaneous hardware purchased through Spok includes a 12-month warranty from ship date.

### Effective Date:

The effective date ("Effective Date") of this Order Form is the date on which this Order Form is fully executed by both parties. Contract term is thirty six (36) months.

### Payment:

The new Spok Solution, Upgrade, Maintenance and Support will be invoiced annually beginning on contract execution date according to the schedule as outlined below. Maintenance and Support prepaid through current support term will be credited a prorated amount calculated based on the effective date of this Order Form. Any time period for Maintenance and Support between this agreements effective date and the Licensee's current or expired annual maintenance and support will be prorated and billed separately. The schedule below does not include travel by Spok employees to perform upgrade at customer site and will be invoiced at project completion.

Year 1 Annual Financial Spend

Year 2 Annual Financial Spend

Year 3 Annual Financial Spend



Payments of all fees are due Net 30 days of Licensee's receipt of an invoice.

Upon conclusion of the three (3) year Initial Term and unless another multi-year contract is entered into, the Maintenance and Support contained on this Order Form may be renewed, with written notice and agreement by both parties, for consecutive one-year periods ("Renewal Term(s)"). The Unit Price/Extended Price for Maintenance and Support during the First Renewal Term may increase up to 5%.

The Upgrade, Maintenance and Support includes available upgrades for the duration of the contract for existing functionality and in use scope. The Licensee is under no obligation to perform the upgrades however must ensure that the production system is within two (2) versions from current version under support. The annual amount shall not change should the Licensee elect not to perform an upgrade.

Page 74 of 127

An executed Statement of Work will be required for each upgrade prior to any implementation and will be performed in conjunction by Spok and Licensee at the appropriate time. Any changes or additional work identified during the Statement of Work in the Licensee's environment or Spok's products will not result in termination of this Order Form.

## ORDER FORM



Implementation services required onsite for any Spok upgrade during the terms of this contract are included in the annual cost.

Implementation services and third-party components related to any additional environment(s), configurations, new modules, additional licenses, or enterprise solutions are not included as part of this quote and are available at an additional cost.

**Professional Services/Managed Services.** Professional Services/Managed Services as outlined on this agreement can include, but are not limited to, engagement of Spok resources at the execution of the contract to:

- Perform additional discovery for the purposes of organizing implementation activities, including governance review (project sponsorship, key stakeholders and decision-makers), system audits, stakeholder interviews and other activities needed to compile and prioritize the workstreams/activities as may be outlined on the Order Form in alignment with Customer's key business objectives;
- Perform project chartering activities to align those objectives to scope, scale, phasing and execution of workstreams/activities as may be outlined on the Order Form;
- Create and execute the necessary Statements of Work (SOWs) outlining detail activities for each workstream/activity included as part of the overall project charter.

As outlined above, an executed Statement of Work will be required for each upgrade prior to any implementation and will be performed in conjunction by Spok and Licensee at the appropriate time. Any changes or additional work identified during the Statement of Work in the Licensee's environment or Spok's products will not result in termination of the Order Form.

### General Provisions:

This Order Form is subject to approval by Spok at its office in Plano, Texas, and is governed by Nevada law. The state and federal courts sitting in Nevada will have exclusive jurisdiction over any claim arising from or related to this agreement.

Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Licensee and are not included in the Order Form totals. This Order Form is non-transferable. All collection fees, including but not limited to attorney's fees, are payable by Licensee. Spok may request a current financial statement and/or obtain consumer credit report on Licensee to determine creditworthiness.

Spok may also request additional information from Licensee to enable Spok to perform ongoing screening against various international denied parties' lists. If Licensee inquires whether a credit report was requested, Spok will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

This Order Form is subject to the Customer Agreement Master Terms and Conditions, as executed between Spok Inc. and University Medical Center of Southern Nevada ("Licensee") and which became effective on June 22, 2020 and which are hereby incorporated by reference and made part of this Order Form. In the event of a conflict, the terms of this Order Form control over the terms of the Master Terms and Conditions. Licensee by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Master Terms and Conditions and this Order Form.

ORDER FORM



Licensee: University Medical Center (UMC) of Southern Nevada	Spok, Inc
Signature:	Signature: <div>DocuSigned by: <i>Sharon Woods Keisling</i> 9B8A5451FE5B402...</div>
Name:	Name: Sharon Woods Keisling
Title:	Title: Corporate Secretary and Treasurer, Exec
Date:	Date: 7/17/2024





**AMENDMENT  
TO THE  
CUSTOMER AGREEMENT  
MASTER TERMS AND CONDITIONS**

This Amendment ("Amendment") to the Customer Agreement Master Terms and Conditions (the "Agreement") executed June 22, 2020, by and between University Medical Center Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revises Statutes ("Licensee") and Spok, Inc. ("Company") shall be effective as of the date of the signature of the last of the parties to execute this Amendment.

This Agreement is modified as listed below:

**Term of Agreement** – Agreement is renewed for an additional term of three (3) years expiring June 21, 2028.

**MISCELLANEOUS**

(a) This Amendment may be executed and delivered by facsimile or via electronically scanned copies and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereto agree that faxed or electronically scanned or other facsimile copies of this Amendment shall be considered as original copies, and that such faxed or scanned signatures applied to this Amendment shall be considered as original signatures. This Amendment shall be binding on the Parties hereto and their respective heirs, successors and assigns.

(b) All terms not otherwise defined herein shall have the meaning set forth in the Agreement as appropriate. However, in the event of any apparent conflict or ambiguity between the Agreement and this Amendment, the provisions and intent of this Amendment shall govern, supersede and be controlling.

(c) This Amendment constitutes the entire understanding of the parties with respect to the subject matter hereof, and any other prior or contemporaneous agreements, whether written or oral, are expressly superseded hereby.

(d) As modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date and year first written above.

**Spok, Inc.**

DocuSigned by:  
By: Sharon Woods Keisling  
9BB8A5451FE5B402...

Name: Sharon woods Keisling

Title: Corporate Secretary and Treasurer, Exec

Date: 6/21/2024

**University Medical Center Southern Nevada**

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

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

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

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

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

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the 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> 0						
<b>Corporate/Business Entity Name:</b> SPOK, INC						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		5911 KINGSTOWNE VILLAGE PARKWAY		<b>Website:</b> www.spok.com		
<b>City, State and Zip Code:</b>		ALEXANDRIA, VA 22315		<b>POC Name:</b> Thanh Tran <b>Email:</b> thanh.tran@spok.com		
<b>Telephone No:</b>		800-611-8488		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Vincent D. Kelly	CEO	
Michael Wallace	President & COO	
Calvin Rice	CFO	

**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	Sharon Woods Keisling Print Name
Corporate Secretary & Treasurer Title	6/26/2024 Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

**For UMC Use Only:**

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

<b>Issue:</b>	<b>Amendment 26 to Software License and Services Agreement with Solventum Health Information Systems, Inc. f/k/a 3M Health Information Systems, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment 26 to Software License and Services Agreement with Solventum Health Information Systems, Inc.; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000

Fund Center: 3000854000

Description: Software Schedule and Fluency Direct

Bid/RFP/CBE: NRS 332.115(1) (h) – Software

Term: Software Schedule – Extend through 7/24/2024

Fluency Direct Schedule – Extend through 9/30/2025

Amount: Additional \$1,258,727.49

Out Clause: Subject to Sections 9.1.2 (Early Termination) and 9.2 (Termination and Non-Renewal, Rights and Obligations)

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

**BACKGROUND:**

Since 1986, UMC has had an Agreement with Solventum Health Information Systems, Inc., formerly known as 3M Health Information Systems, Inc. (“Solventum”) to utilize its patient coding software products. The software is used through UMC’s main campus and QC/PC locations to determine the diagnosis and procedure codes for patient billing.

This Amendment 26 requests to update the name from 3M Health Information Systems, Inc. to Solventum Health Information Systems, Inc., increase the funding by an additional \$1,258,727.49, extend the software schedule term through July 24, 2025, and extend the fluency direct fee schedule through September 30, 2025. All other terms and conditions shall remain in full force and effect.

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

Cleared for Agenda  
July 24, 2024

Agenda Item #

**13**

## AMENDMENT 26 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the **Software License and Services Agreement**, dated **December 13, 2007** (the "Agreement") between **Solventum Health Information Systems, Inc.** ("Solventum") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **University Medical Center of Southern Nevada** ("Client") with offices at **1800 W. Charleston Boulevard, Las Vegas, NV 89102-2386**, is effective as of the date last signed ("Effective Date").

Client and Solventum agree that the above referenced Agreement is amended as follows:

1. **Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.**
2. **Name Change.** 3M Health Information Systems, Inc. changed its name and is now known as Solventum Health Information Systems, Inc. with offices at the same location and with the same Federal Tax ID number and payment remittance information. All references in the Agreement to "3M" shall mean and refer to Solventum Health Information Systems, Inc. Client will continue to see rebranding activities until all licensed products have been rebranded.
3. **DELETE Section 9.1.1 of the terms and conditions in its entirety and REPLACE it with the following:**

**9.1.1 License Term Extension.** Customer agrees to license the Software listed in this Agreement from Solventum for an extended **one (1) Year** term beginning **July 25, 2024** and ending **July 24, 2025** ("Extended Term"). After the Extended Term, this Agreement, and the License granted under Section 2.5, shall **automatically terminate** unless Customer, upon sixty (60) days prior written notice, requests renewal. Such renewal, if any, would be priced at Solventum's then-current list price, less any applicable discount. Solventum, at its option, may elect not to renew the Agreement.

4. **AMEND Exhibit B, the Software Schedule, with the actions contained in the schedule below.**
5. **ADD Section 1.1 to Exhibit B-2.**

**1.1 License Term Extension.** Customer agrees to license the Software listed in this Agreement from Solventum for an extended **One (1) Year** term beginning **October 1, 2024**, and ending **September 30, 2025** ("Extended Term"). After the Extended Term, this Agreement, and the License granted under Section 2.5, shall **automatically terminate** unless Customer, upon sixty (60) days prior written notice, requests renewal. Such renewal, if any, would be priced at Solventum's then-current list price, less any applicable discount. Solventum, at its option, may elect not to renew the Agreement.

6. **AMEND Exhibit B-2, the Fluency Direct Fee Schedule, with the actions contained the schedule below.**

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, Solventum and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

**SOLVENTUM HEALTH INFORMATION SYSTEMS, INC.**

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

PLEASE EMAIL YOUR PURCHASE ORDER IN THE AMOUNT OF **\$1,258,727.49** AND THE SIGNED AMENDMENT TO:  
**HISCONTRACTSUBMISSION@SOLVENTUM.COM**

FOR SOLVENTUM INTERNAL USE ONLY					
ISSUE DATE / BY:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:
07/08/24 PL	****	070940 Q46877	2880004	07-0940	
REVISION DATE/BY:	SLA TYPE:	CMR No:			
		04471255			

**PROPRIETARY SOLVENTUM CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.**

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.  
Release or disclosure is prohibited without Solventum consent. Immediately report any request to Solventum.

## EXHIBIT B

### SOFTWARE SCHEDULE

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE	SITE TYPE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE
			PRODUCT DESCRIPTION		
364699	WEB	-----	UNIVERSITY MEDICAL CENTER--1800 W CHARLESTON BLVD, LAS VEGAS, NV, HI2880004	Install/Access Site	
1.	Delete	360E CDI	360 Encompass System - Clinical Documentation Integrity System Software <sup>1</sup>		
2.	Renew	360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient		
3.	Renew	360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient		
4.	Renew	360E CODING EXCELLNC	360 Encompass System - Coding Excellence		
5.	Renew	APCTRICARE	APCfinder for TRICARE		
6.	Renew	C&RS-TESTPALDIR	Coding & Reimbursement Permanent Test Directory		
7.	Renew	CGS-APC	CGS CMS Medicare APC Grouper with Medicare HOPD & FQHC Reimbursement		
8.	Renew	CONNSFT TCP	Connections Software TCP/IP Server		
9.	Renew	MNAPC NV A&B	Medical Necessity for APCfinder NV Part A&B		
10.	Renew	PSUS-360	3M Update Services 360 Encompass		
11.	Renew	TRICAREGRP	TRICARE Grouper		
12.	Renew	CDI A-S OB INTFC	Clinical Documentation Integrity Auto-Suggested Data Outbound Interface		
13.	Exchange	360E CDI EHR LAUNCH	360 Encompass System Clinical Documentation Integrity - EHR User Launch-In to 360		
SITE SUBTOTAL:					

**The License Start Date for the above products is July 25, 2024.**

**FEE SUMMARY:**

ANNUAL SOFTWARE LICENSE, SERVICES & SUPPORT FEES:	\$761,343.91
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$0.00
**CONSULTING SERVICE FEES:	\$0.00

**TOTAL THIS SCHEDULE:**

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2024, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client's commitment to a term. Solventum reserves the right to rescind the multi-year discount and re-price the Solventum Product(s) on this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of Solventum, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, Solventum may, at its option, increase the price of such Solventum Product(s) to the then-current list price or Solventum may terminate any such Solventum Product(s) from this Schedule.

I&T = Implementation and Training   PI = Phone Installed   CI = Customer Installed

1. Solventum and Client agree that the Solventum Software set forth above shall be terminated effective upon the conclusion of **July 24, 2024** (the "Termination Date").

Upon the Termination Date set forth above, Client agrees to comply with the provisions of this Agreement that survive termination; and (1) immediately cease the use of the Solventum Software and Documents, and (2) within fifteen (15) days from the Termination Date either: a) contact Solventum Client Care at 800-435-7776 to schedule a de-installation of the Solventum Software from the Client's Equipment by Solventum, or b) de-install the Software and certify, in writing to Solventum, that the Solventum Software has been removed from Client's Equipment and the

Solventum Software and applicable Documents have either; i) been returned to Solventum, or ii) been destroyed by Client (including all copies, regardless of media).

**IN THE EVENT CLIENT DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, AS SET FORTH ABOVE, SOLVENTUM SHALL DEEM THE SOLVENTUM SOFTWARE, LICENSED UNDER THIS AGREEMENT, STILL IN USE BY THE CLIENT AND THIS AGREEMENT SHALL CONTINUE IN EFFECT AND UNINTERRUPTED. FURTHERMORE, Solventum SHALL CONTINUE TO INVOICE CLIENT AND CLIENT SHALL CONTINUE TO PAY THE APPLICABLE FEES HEREUNDER, UNTIL SUCH TIME THE TERMINATION PROVISIONS OF THIS AMENDMENT ARE SATISFIED.**



**PROPRIETARY SOLVENTUM CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.**

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.  
Release or disclosure is prohibited without Solventum consent. Immediately report any request to Solventum.

**EXHIBIT B-2****FLUENCY DIRECT FEE SCHEDULE**

<u>S/O</u> ITEM	<u>CPU</u> ACTION	<u>SKU</u>	<u>LOCATION</u>	<u>SITE TYPE</u> LIST PRICE	<u>FIRST YR</u> FEE
--	--		<b>UNIVERSITY MEDICAL CENTER, 1800 W CHARLESTON BLVD, LAS VEGAS, NV 2880004</b>	<b>Install/Access Site</b>	
1.	Renew	FLUENCY DIRECT SOL	Fluency Direct (FESR) Subscription Solution <sup>1</sup> Includes: <ul style="list-style-type: none"> <li>• Fluency Direct (FESR) Subscription License</li> <li>• Fluency Direct Cloud Intel Access</li> <li>• Fluency Direct (FESR) Adoption Services</li> </ul>		
<b>SITE SUBTOTAL:</b>					

**The License Start Date for the above products is October 1, 2024.**

**FEE SUMMARY:****ANNUAL SOFTWARE LICENSE, SERVICES & SUPPORT FEES:****\*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:****\*\*CONSULTING SERVICE FEES:****TOTAL THIS SCHEDULE:****\$497,383.58**

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2024, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client's commitment to a term. Solventum reserves the right to rescind the multi-year discount and re-price the Solventum Product(s) on this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of Solventum, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, Solventum may, at its option, increase the price of such Solventum Product(s) to the then-current list price or Solventum may terminate any such Solventum Product(s) from this Schedule.

**I&T** = Implementation and Training   **PI** = Phone Installed   **CI** = Customer Installed

<sup>1</sup> The license granted to Client permits an unlimited number of Users at facilities owned and operated by Client and is based on Client having up to **675 Users** ("License Scope"). The number of Users may not exceed the License Scope. If the number of Users increase by ten percent (10%) or more, enlargement of the License Scope is required, and the fees will be at 3M's list price less applicable discounts.

**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> <span style="color: blue;">None of the Below</span>						
<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>		Solventum Health Information Systems, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		575 West Murray Blvd		<b>Website:</b> <a href="http://www.solventum.com">www.solventum.com</a>		
<b>City, State and Zip Code:</b>		Murray, Utah 84123		<b>POC Name:</b> Diane Cantorna <b>Email:</b> <a href="mailto:dvcantorna@solventum.com">dvcantorna@solventum.com</a>		
<b>Telephone No:</b>		801-265-4400		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b> (If different from above)		N/A		<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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

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

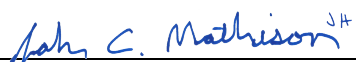
**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See attachment below with response		

**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	John C. Mathison Print Date: July 16, 2024
Title: HIS Operations	

## 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

## DISCLOSURE OF RELATIONSHIP

### Solventum HIS Officers

Title	Officer
Director/President	Garri Garrison
Director	Detlef Koll
Director/Vice President	Quinn Weidall
Officer/Treasurer	Rodolfo Espinosa-Casaubon
Officer/Assistant Treasurer	Justin P. McGough
Officer/Secretary	Marcela Kirberger
Officer/Assistant Secretary	Carl Rychcik

**Disclosure Statement:**

\* Solventum is a publicly traded company. Because Solventum (i) does not know the identities of all the University Medical Centers or Solventum employees, directors, officers, and members of its Board of Directors, their immediate families and financial and investment activities and (ii) cannot poll all of its or the University Medical Centers employees for other employment, investment or other activities, it is not possible for Solventum to indicate with absolute certainty that by conducting business with the University Medical Center, Solventum would be entering into any situation in which a conflict of interest may exist.

However, Solventum is a highly ethical company known for its integrity and fair dealings. Solventum would not intentionally enter into a business relationship under which there would be a conflict of interest without advising the other party of the conflict.

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

<b>Issue:</b>	<b>Amendment to Service Agreement with Kinect Energy, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Jennifer Wakem, Chief Financial Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment to Service Agreement for Energy Management Services with Kinect Energy, Inc.; or take action as deemed appropriate. <i>(For possible action)</i></b>		

## FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000848000	Funded Pgm/Grant: N/A
Description: Extend term of Master Agreement for Energy Management Services.	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services.	
Term: August 1, 2023 through October 31, 2024 (post-Amendment)	
Amount: \$75,253 additional cost	
+ \$526,832.92 base agreement 8/1/23 – 7/31/24	
\$602,085.92 Aggregate total	
Out Clause: 90 days' prior notice	

## BACKGROUND:

This request is for UMC to enter into an Amendment to extend the term of the previously approved Master Agreement for Energy Management Services.

Following previous Governing Board approval, UMC entered into an Agreement with Kinect Energy, Inc., for Kinect Energy, Inc., to provide advisory, consulting, and procurement services regarding the acquisition of natural gas directly from the source. This allowed, and continues to allow for, a savings to UMC through the elimination of excessive surcharges from distributors.

With the current Agreement's term set to expire at the conclusion of July 31, 2024, it is necessary to extend the term to allow for a proper transition. Accordingly, this Amendment extends the term through October 31, 2024.

While the Agreement allows for termination without cause with 90 days' prior notice, given the term end date, it is likely the Agreement would naturally expire without exercise of such provision.

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.

Cleared for Agenda  
July 24, 2024

Agenda Item #

**14**



## AMENDMENT TO SERVICE AGREEMENT

Kinect Energy, Inc. ("Kinect Energy") and University Medical Center of Southern Nevada ("Client") entered into a Service Agreement, dated August 1, 2023, related to the provision of energy management services (the "Agreement"). Each entity named above may also be referred to as a "Party" or collectively as the "Parties."

Whereas, Kinect Energy and Client wish to amend the terms of the Agreement by entering into this amendment (the "Amendment").

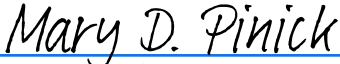
Now, therefore, in consideration of the promises and the terms and conditions set forth in this Amendment, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, the Agreement is amended as follows:

*Section 4. Term is hereby amended as follows:*

*Term. August 1, 2023 - October 31, 2024*

**The original provisions of the Agreement control for any matter not specifically included in this Amendment. The Agreement, as amended, constitutes the entire agreement of the Parties with respect to the subject matter thereof.**

Agreed and accepted:

<b>Kinect Energy, Inc.</b>  <b>By:</b> <a href="#">Mary D. Pinick (Jun 14, 2024 22:50 CDT)</a> <b>Name:</b> Mary D. Pinick <b>Title:</b> Sr. Director, Commercial Operations <b>Date:</b> 06/14/2024	<b>University Medical Center of Southern Nevada</b>  <b>By:</b> <b>Name:</b> Mason Van Houweling <b>Title:</b> Chief Executive Officer <b>Date:</b>
---	--



**University Medical Center of Southern Nevada  
Estimated Budget for August 2024 to October 2024  
May 21, 2024**

All Facilities	Aug-24	Sep-24	Oct-24	Total
Natural Gas Cost				
Natural Gas Usage (Dth)				
Unit Cost				
Monthly Retainer Fee				
Total Cost	\$ 22,957	\$ 24,520	\$ 27,777	\$ 75,253

**Notes:**

Natural Gas Costs detailed above are based on NYMEX Futures prices in effect as of 5/20/24.

Volumes are based on Aug-Oct'23 volumes

These prices change daily and are subject to market volatility.



## 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: None</b>						
<b>Corporate/Business Entity Name:</b>		Kinect Energy, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		605 N. Hwy 169, Suite 1200		<b>Website:</b> www.kinectenergy.com		
<b>City, State and Zip Code:</b>		Plymouth, MN 55441		<b>POC Name:</b> Dianne Wahl		
				<b>Email:</b> Contracts@kinectenergy.com		
<b>Telephone No:</b>		763-543-4600		<b>Fax No:</b> 763-201-5901		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>		N/A				
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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

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

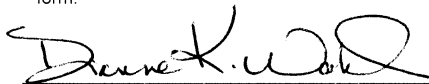
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

**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  
 Manager, Client Contract & Credit Administration  
 Title

Dianne K. Wahl  
 Print Name  
 Aug 12, 2019  
 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>First Amendment to Master Affiliation Agreement for GME with the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas</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 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. <i>(For possible action)</i></b>		

## **FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000824000	Funded Pgm/Grant: N/A
Description: Master Affiliation Agreement for GME Programs	
Bid/RFP/CBE: N/A	
Term: Amendment 1 – amend term to end the earlier of (i) 6/30/2026 or (ii) the date on which the Affiliation Agreement terminates	
Amount: None	
Out Clause: Terminate the earlier of (i) 6/30/2026 or (ii) the date on which the Affiliation Agreement terminates	

## **BACKGROUND:**

Since July 1, 2017, UMC has had an agreement with UNLVKSOM to provide education and training for 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 (“Services”).

On August 31, 2022, UNLVKSOM and UMC entered into a new Master Affiliation Agreement for the joint sponsorship of graduate medical education (GME) programs for the continuation of the Services (“Agreement”). The term of the Agreement and its Program Letters of Agreement (PLA) are from July 1, 2022 through June 30, 2027. The PLAs are for the following specialties: Acute Care Surgery Fellowship, Cardiology Fellowship, Child and Adolescent Psychiatry Fellowship, Emergency Medicine Residency, Endocrinology Fellowship, Family Medicine Residency, Rural Family Medicine Residency, Gastroenterology Fellowship, General Surgery Residency, Geriatric Medicine Fellowship, Internal Medicine Residency, Obstetrics and Gynecology Residency, Orthopaedic Surgery Residency, Otolaryngology Residency, Pediatric

Cleared for Agenda  
July 24, 2024

Agenda Item #

**15**

Emergency Medicine Fellowship, Pediatrics Residency, Plastic Surgery Residency, Psychiatry Residency, Pulmonary and Critical Care Medicine Fellowship, Sports Medicine Fellowship, and Surgical Critical Care Fellowship.

This First Amendment requests the following:

- Amend the expiration date to end the earlier of (i) June 30, 2026 or (ii) the date on which the Affiliation Agreement terminates;
- 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;
- Add a new PLA for Rheumatology as Exhibit V; and
- Update Schedule 2 on Community Sites.

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

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

**FIRST AMENDMENT TO MASTER AFFILIATION AGREEMENT FOR  
GRADUATE MEDICAL EDUCATION (GME)**

THIS FIRST AMENDMENT TO MASTER AFFILIATION AGREEMENT FOR GRADUATE MEDICAL EDUCATION (GME) (this "First Amendment"), is entered into by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas ("University" or "Sponsoring Institution") and the University Medical Center of Southern Nevada ("Hospital" or "UMC") with the intent to be effective on July 1, 2024 (the "First Amendment Effective Date"). University and Hospital may collectively be referred to as the "Parties." Terms not otherwise defined in this First Amendment, shall have the meanings set forth in the Master Affiliation Agreement.

WITNESSETH

WHEREAS, University and Hospital are parties to the Preliminary Affiliation Agreement, dated on or about December 14, 2016, as amended (the "Affiliation Agreement"), which sets forth Hospital's academic mission support and includes its commitment to support resident education and training through its residency positions funded through the Centers for Medicare and Medicaid Services ("CMS"); and

WHEREAS, the Parties entered into that certain Master Affiliation Agreement for Graduate Medical Education (GME), initially effective July 1, 2017 and then again on July 1, 2022, with such agreements setting forth their respective rights and responsibilities in furtherance of their common mission to develop a premier academic health center that integrates the expertise of the University with the resources of the Hospital to enhance teaching, promote health care innovation and improve access to health care for Southern Nevadans (the "Master Affiliation Agreement");

WHEREAS, the University and UMC desire to amend the Master Affiliation Agreement to add a Program Letter of Agreement for Rheumatology, to delete and replace Schedule 2 entitled Community Sites, modify the expiration date, and make other mutually agreeable changes.

NOW, THEREFORE, the Parties agree that the Master Affiliation Agreement is amended as follows:

**1. Amendment to Section II**

Section II is hereby deleted in its entirety and replaced with the following:

**TERM AND TERMINATION**

A. The term of this Agreement shall commence on the Effective Date and end on the earlier of (i) the expiration date of June 30, 2026 or (ii) the date on which the Affiliation Agreement terminates. In the event of a breach of this Agreement by either party, the Parties agree to meet and confer to address the resolution of such breach within thirty (30) days. Thereafter the Parties will use their best efforts to reach a satisfactory resolution of the issue; provided however, if they are unable to reach a satisfactory resolution the Parties will agree at such time to dissolve the affiliation in such a way that will cause the least disruption to the education and ongoing operations of Hospital and University.

**2. Amendment to Section IV. D**

Section IV. D shall be deleted in it's entirely and replaced with the following:

Notwithstanding the foregoing, Program residents, fellows, and GME program directors shall also be required to abide by the Medical and Dental Staff Bylaws and any and all policies, rules and regulation of Hospital, including but not limited to reasonable policies and procedures around timekeeping to track time spent at UMC and its affiliated clinic sites (for purposes of ensuring University's compliance with this Agreement and not for individual resident or fellow disciplinary purposes). Prior to each resident's or fellow's rotation to Hospital, Hospital shall provide access to the Medical and Dental Staff Bylaws and Hospital's policies, rules and regulations and other pertinent documents applicable to resident or fellow staff.

**3. Amendment to Section IV. G**

A new sentence shall be added to Section IV. G. that states the following:

Hospital's physicians employed at Hospital affiliated clinic sites will be granted faculty appointments with the University for the purposes of supervision of residents or fellows. Along with any such faculty appointments will be the requisite access to systems and technology needed to complete supervision for purpose of ACGME requirements.

**4. Amendment to Section IV. H**

A new sentence shall be added to Section IV. H. that states the following:

Notwithstanding the preceding with respect to Schedule 2, the total time spent at the Community Sites that are reimbursable by UMC pursuant to the Affiliation Agreement will not exceed ten percent (10%) of the total FTE count (e.g., 204.47).

**5. Amendment to Section IV. K**

A new sentence shall be added to Section IV. K. that states the following:

Additionally, University shall maintain accurate resident schedules and the graduated levels of responsibility up to date in the New Innovations (or similar) system, and ensure Hospital's authorized users' access to New Innovations, Workday, and/or other systems to perform certain resident oversight responsibilities.

**6. Addition of Exhibit V**

The attached Program Letter of Agreement for Rheumatology is hereby added to the Master Affiliation Agreement as Exhibit V. The parties acknowledged and agree that Hospital is not providing any funding for the Rheumatology program beyond facility access, under the same terms and conditions as other similarly situated credentialed medical staff members.

**7. Schedule 2**

Schedule 2 is hereby deleted in its entirety and replaced with a new Schedule 2, attached hereto and incorporated hereby by reference.

**8. No Further Modifications**

Except as modified in this First Amendment, all other terms and conditions of the Master Affiliation Agreement shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Master Affiliation Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment to be effective as of the Amendment Effective Date.

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

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

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

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,  
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS KIRK KERKORIAN SCHOOL OF MEDICINE**

By: \_\_\_\_\_  
Kate Martin, M.D.  
Associate Dean for Graduate Medical Education  
and Designated Institutional Official (DIO)

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

By: \_\_\_\_\_  
Marc Kahn, M.D.  
Dean, UNLV School of Medicine

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

Approved:

By: \_\_\_\_\_  
Kathryn H. Korgan, PhD  
Senior Vice Provost for Academic Affairs, UNLV

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



**EXHIBIT V**

[See next page]

**Exhibit V**  
**Program Letter of Agreement**  
**between**  
**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, Rheumatology Fellowship Program**  
**And**  
**University Medical Center of Southern Nevada**

This document serves as Exhibit V for the Rheumatology Fellowship Program and serves to confirm and determine the specific elements of that resident/fellowship educational experience.

**1. Persons Responsible for Education and Supervision**

At Sponsoring Institution: Program Director for Resident/Fellowship: Mitchell Forman, DO, MACP

At Participating Site: Site Director (faculty member accountable for resident education and supervision at the Participating Site): Mitchell Forman, DO, MACP

The above-mentioned people are responsible for the education and supervision of the Sponsoring Institution's residents/fellows while rotating at Participating Site.

**2. Responsibilities**

The faculty at Participating Site must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in the Accreditation Council for Graduate Medical Education (ACGME) competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment. The evaluation must be documented within two weeks after completion of the rotation. The Sponsoring Institution's Program Director will send an evaluation through New Innovations along with instructions.

**3. Content and Duration of the Educational Experiences**

The content of the educational experiences has been developed according to ACGME Residency/Fellowship Program Requirements, and include the educational goals and objectives outlined in exhibit attached hereto and incorporated herein by this reference. In cooperation with the Program Director, Site Director and the faculty at Participating Site are responsible for the day-to-day activities of the Residents/Fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

**4. Policies and Procedures that Govern Resident Education**

Residents/Fellows will be under the general direction of the Sponsoring Institution's Graduate Medical Education Committee's and Program's Policy and Procedure Manual that govern resident/fellow education. In particular, ACGME duty hour regulations must

be followed. Residents/fellows will be notified that they are required to adhere to the policies and procedures of the Participating Site.

**Signatures on following page**

**SPONSORING INSTITUTION**

**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**

Mitchell D. Forman, DO 7/2/24

Mitchell Forman, DO, MACP

Date

Program Director & Site Director

Rheumatology Fellowship Program

## PROGRAM EDUCATIONAL GOALS AND OBJECTIVES

### UNLV School of Medicine Rheumatology Fellowship Program UMC

#### Inpatient Consult Goals and Objectives

Program Director: Mitchell D. Forman, DO, FACR, MACP,  
FRCP Professor of Medicine  
Rheumatology Division  
Kirk Kerkorian School of Medicine at UNLV  
mitchell.forman@unlv.edu

Key Faculty: Walter Winn Chatham, MD  
Professor of Medicine  
Rheumatology Division  
Kirk Kerkorian School of Medicine at UNLV

Location: University Medical Center Hospital  
Duration: 6 months (Total Time)

#### Purpose

University Medical Center (UMC) is the major hospital in the Las Vegas Medical District. It represents the *major* site of inpatient practice by the UNLV School of Medicine faculty and will be the primary site of inpatient consultation training for the Fellows. The goal of the UMC inpatient consult rotation is to provide Fellows with exposure to hospitalized patients with a diverse mix of Rheumatologic disorders. Fellows will learn how to evaluate and manage patients with acute and chronic Rheumatologic disorders either as a primary presentation or complicating other disease condition. Fellows will acquire increasing level of independence in managing hospitalized patients with a variety of Rheumatologic diseases that have presented for hospitalization or that develop during their hospitalization for other disorders. involving all the endocrine systems including Type 1 and Type 2 diabetes mellitus, gestational diabetes,

#### Teaching methods

Teaching will occur mainly through supervised patient care. The fellows will receive requests for consultation from other services at UMC either through the Rheumatology pager or directly through telephone or face to face contact. The fellow will conduct initial evaluation of the patient and will develop a recommendation and treatment plan which will be discussed with the supervising attending faculty with feedback and formulation of a finalized treatment plan which the fellow will

communicate to the consulting service.

Case based didactic sessions that is based on the patients on the consult service will be conducted weekly. This will involve presentation of background information, literature review and discussion with the team about the application of the evidence to the case being discussed. In addition, the fellow will be involved in clinical and didactic teaching of internal medicine students and resident that are rotating on the Rheumatology consult service for that rotation block.

#### Mix of diseases

The UMC hospital provides care to patients with diverse demographic backgrounds. Because it is a county hospital, it has a high proportion of underserved populations who tend to present at more advanced disease states. Also, because UMC provides continuous inpatient Rheumatology consult

Service, referral from other hospital for patients with complicated and rare Rheumatologic disorders is common. The mix of disease seen at UMC Includes but is not limited to:

1. Acute Gout & Pseudogout
2. Septic Arthritis
3. Flares of Polyarticular Rheumatoid Arthritis
4. Undiagnosed Vasculitis or Flares of Vasculitis
5. Flares of Psoriatic Arthritis
6. Undiagnosed or Flares of the Spondyloarthropathies Including Ankylosing Spondylitis
7. Complications of or Side Effects of Medications Being Used to Treat a Variety of Rheumatologic Disorders Including MTX, AZA, Leflunomide, Corticosteroids, etc.
8. Systemic Lupus Erythematosus Flares
9. The Inflammatory Myopathies such as Polymyositis and Dermatomyositis
10. Scleroderma
11. Sjogren's Syndrome

#### Types of patients

UMC provides care to a diverse mix of patients representing various socioeconomic, ethnic and other demographic populations of Las Vegas. The fellow will encounter adult patients from these diverse backgrounds in the inpatient setting.

#### Types of encounters

All of the encounters during this rotation will involve hospitalized patients. Referral will be from various inpatient services at UMC requesting consultation on patients with known or suspected Rheumatologic disorders. Typically, the fellow will obtain information directly from the patient, patient relatives or other secondary sources. Following completion of the evaluation and formulation of a recommendation with the supervising faculty, the fellow will communicate these

recommendations to the service requesting the consultation as well as the patient or family where applicable. A consultation note will be completed by the fellow to effectively document these recommendations.

Following initial evaluation, the fellow will continue to follow up on all additional/new clinical information on the patient. The fellow will incorporate these new findings to the initial assessment to arrive at updated recommendations to be discussed with the supervising faculty then conveyed to the consulting service and patient during subsequent patient encounters.

After addressing the consult question, to ensure continuity of care after hospital discharge, when feasible the fellow will refer the patient for appropriate outpatient follow-up care to the Fellow's Continuity Clinic at the UNLV Medicine Rheumatology Clinic; for patients requiring subsequent outpatient infusion services, referral to the UMC Infusion clinic will be offered.

The fellow will be required to keep a log of all patients encountered during this rotation. This record will be relied upon for selection of cases for presentation at the fellow's case conferences, writing case reports, assessing adequacy of fellow exposure to endocrine disorders and for fellow's self-evaluation.

#### Fellow supervision

The attending faculty will be responsible for supervision during this rotation. The faculty will provide fellows with the goals and expectations at the beginning of each rotation. The fellow will be required to communicate all major decisions or changes in patient status with the attending faculty. Supervision will be based on direct observation of fellow during interactions with patients, other healthcare providers and members of the healthcare team. Also, skills in obtaining relevant history, conducting good physical examinations, seeking resources to help address clinical questions and synthesis of all the gathered information to arrive at differential diagnoses will be assessed during patient encounters in this rotation.

As fellows advance in their training, they will be expected to improve upon these skills with greater level of competence and independence.

#### Evaluation

Faculty evaluation that is based on the ACGME competencies is the primary evaluation for Fellows during this rotation. Faculty will provide fellows with expectations at the beginning of the rotation. Faculty will be encouraged to provide face-to-face feedback to the fellow at least midway and at the end of the rotation. The final evaluation will be based on Fellow performance over the course of the rotation. Faculty will also incorporate feedback from patients and other members of the healthcare delivery team in arriving at the final evaluation. A competency-based evaluation will be available for completion by faculty through the program online evaluation tool at the end of the rotation.

Fellows will have access to their evaluations once completed by supervising faculty and will have quarterly meetings with their faculty adviser to review these evaluations for fellow advancement in training milestones.

Fellows will evaluate their experience at the end of this rotation to convey to the program their assessment of the rotation and individual attending faculty performance. The fellow evaluation will be anonymous and will be conveyed to the faculty in a composite anonymous format annually. This feedback will be one of the tools relied upon to assess achievement of program goals and objectives.

#### Educational Resources

Fellows are encouraged to seek evidence-based resources that will enhance the quality of patient care provided, enhance their medical knowledge and improve their overall practice. Learning is enhanced through the application of learned material in the care of actual patients with those conditions. Some recommended resources will include but is not limited to the following:

1. Textbooks
  - a. Kelley's Textbook of Rheumatology, latest edition
  - b. Washington Manual Rheumatology, latest edition
  - c. Firestein & Kelley's Textbook of Rheumatology, latest edition
  - d. Bellamy, Colour Atlas of Clinical Rheumatology, latest edition
  - e. Griffin, Essentials of Musculoskeletal Care, latest edition
  - f. Wolff & Johnson, Fitzpatrick's Color Atlas & Synopsis of Clinical Dermatology
2. Reference resources
  - a. UpToDate
  - b. Rheumatic Disease Clinics - Series by Topics
3. Peer-reviewed journals (examples)
  - a. Journal of the American Medical Association
  - b. New England Journal of Medicine
  - c. British Medical Journal
  - d. Arthritis and Rheumatology

All of the above resources are available to fellows online, directly or through the UNLV Health Science Library at the library's online portal: <https://www.library.unlv.edu/hsl>.

Fellows are encouraged to obtain the most up-to-date versions of these reference material that will reflect the most recent scientific advances.

All of these Textbooks, Journals & Reference materials are part of the resources Fellows will be utilizing in all of their clinical responsibilities, journal clubs and teaching rounds.



### Competency based Goals and Objectives: PGY4 (First Year Fellow)

#### Patient Care

1. Demonstrate competence in the practice of health promotion, disease prevention, diagnosis, care, and treatment of patients of each gender, from adolescence to old age, during health and all stages of illness.
2. Demonstrate competence in the evaluation and management of a wide variety of Rheumatologic conditions as noted in the above sections
3. Demonstrate competence in the care of hospitalized patients with a variety of Rheumatologic conditions as noted above, including;
  - a. Crystal arthropathy
  - b. Systemic Lupus Erythematosus
  - c. Active Rheumatoid Arthritis
  - d. The Vasculopathies
4. Demonstrate competence in Interpretation of laboratory studies related to a variety of Rheumatologic disorders including various auto-antibodies, inflammatory markers/acute phase reactants, anti-phospholipid antibodies, etc.
5. Demonstrate competence in interpretation of imaging studies for diagnosis and treatment of arthropathies and metabolic bone diseases, including x-rays, computed tomography, magnetic resonance imaging, radionuclide bone scans and ultrasonography.
6. Demonstrate competence in the performance and interpretation of joint fluid analysis.

#### Medical Knowledge

1. Demonstrate basic knowledge of the scientific method of problem solving, and evidence-based decision making
2. Demonstrate knowledge of indications, contraindications, limitations, complications, techniques, and interpretation of results of Rheumatologic diagnostic and therapeutic procedures including the appropriate indications for and use of screening tests/procedures.
3. Demonstrate knowledge of basic laboratory techniques.

#### Interpersonal and Communication Skills

1. Communicate effectively and demonstrate caring and respectful behaviors when interacting with patients and their families
2. Create and sustain a therapeutic and ethically sound relationship with patients and caregivers
3. Effectively counsel and educate patients and their families about Rheumatologic disorders
4. Work effectively with other members of the healthcare team as a colleague or leader

5. Maintain comprehensive, timely and legible medical records that effectively communicate medical reasoning and recommendations as a consultant.

#### Professionalism

1. Demonstrate integrity and ethical behavior including truthful reporting of medical information
2. Respond to duties promptly and be on time for rotations and conferences
3. Interact in a respectful manner with all members of the healthcare team
4. Provide care in a compassionate and respectful manner Irrespective of patient and caregivers' gender, age, religion, ethnicity or other demographic factors.

#### Practice based learning and improvement

1. Analyze practice experience and perform practice-based improvement activities using a systematic methodology
2. Locate, appraise, and assimilate evidence for Rheumatologic disorders from scientific studies related to their patients' health problems
3. Obtain and use information about their own population of patients and the larger population from which their patients are drawn
4. Apply knowledge of study designs and statistical methods to the appraisal of clinical studies and other information on diagnostic and therapeutic effectiveness in Rheumatologic disorders
5. Use information technology to manage information, access on-line medical resources, and to support their own education
6. Assess their practice through self-evaluation and feedback
7. Facilitate the learning of students and other health care professionals

#### System based practice

1. Understand how their patient care and other professional practices affect other health care professionals, the health care organization, and the larger society and how these elements of the system affect their own practice
2. Know how types of medical practice and delivery systems differ from one another, including methods of controlling health care costs and allocating resources
3. Practice cost-effective health care and resource allocation that does not compromise quality of patient care
4. Advocate for quality patient care and assist patients in dealing with system complexities
5. Know how to partner with health care managers and health care providers to assess, coordinate, and improve health care and know how these activities can affect system performance and minimize risk for errors.

## Competency based Goals and Objectives: PGYS (Second Year Fellow)

### Patient Care

1. Demonstrate competence in the practice of health promotion, disease prevention, diagnosis, care, and treatment of patients of each gender, from adolescence to old age, during health and all stages of illness.
2. Demonstrate competence in the evaluation and management of a wide variety of Rheumatologic conditions with minimal to no supervision.
3. Demonstrate competence in the care of hospitalized patients with a wide variety of Rheumatologic disorders as noted above.
4. Demonstrate competence in interpretation of laboratory studies including auto antibodies, acute phase reactants, crystal analysis, antiphospholipid anti-bodies, etc.
5. Demonstrate competence in Interpretation of radiologic studies for diagnosis and treatment of various arthropathies and metabolic diseases, including plain x-rays, computed tomography, magnetic resonance Imaging, radionuclide bone scans and ultrasonography of soft tissues.

### Medical Knowledge

1. Demonstrate advanced knowledge of the scientific method of problem solving, and evidence- based decision making
2. Demonstrate knowledge of indications, contraindications, limitations, complications, techniques, and interpretation of results of various diagnostic and therapeutic procedures including the appropriate indications for and use of screening tests/procedures.
3. Demonstrate knowledge of basic laboratory techniques, biochemistry and physiology of the musculoskeletal and immune systems, and the genetics associated with a variety of Rheumatologic disorders.

### Interpersonal and Communication Skills

1. Communicate effectively and demonstrate caring and respectful behaviors when interacting with patients and their families
2. Create and sustain a therapeutic and ethically sound relationship with patients and caregivers
3. Effectively counsel and educate patients and their families about relevant rheumatologic disorders
4. Work effectively with other members of the healthcare team as a colleague or leader
5. Maintain comprehensive, timely and legible medical records that effectively communicate medical reasoning and recommendations as a consultant.

### Professionalism

1. Demonstrate integrity and ethical behavior including truthful reporting of medical information
2. Respond to duties promptly and be on time for rotations and conferences
3. Interact in a respectful manner with all members of the healthcare team
4. Provide care in a compassionate and respectful manner irrespective of patient and caregiver's gender, age, religion, ethnicity or other demographic factors.

### Practice based learning and improvement

1. Analyze practice experience and perform practice-based improvement activities using a systematic methodology
2. Locate, appraise, and assimilate evidence for rheumatologic disorders from scientific studies related to their patients' health problems
3. Obtain and use information about their own population of patients and the larger population from which their patients are drawn
4. Apply knowledge of study designs and statistical methods to the appraisal of clinical studies and other information on diagnostic and therapeutic effectiveness in rheumatologic disorders
5. Use information technology to manage information, access on-line medical resources, and to support their own education
6. Assess their practice through self-evaluation and feedback
7. Facilitate the learning of students and other health care professionals

### System based practice

1. Understand how their patient care and other professional practices affect other health care professionals, the health care organization, and the larger society and how these elements of the system affect their own practice
2. Know how types of medical practice and delivery systems differ from one another, including methods of controlling health care costs and allocating resources
3. Practice cost-effective health care and resource allocation that does not compromise quality of patient care
4. Advocate for quality patient care and assist patients in dealing with system complexities
5. Books for Cardiology board preparation.

## Suggested Reading List

### Rheumatoid Arthritis

1. Goekoop-Ruiterman VP, de Vries-Bouwstra JK, Allaart CF, et al. Clinical and radiographic outcomes of four different treatment strategies in patients with early rheumatoid arthritis (the Best study): a randomized, controlled trial. *Arthritis Rheum.* 2005 Nov;52(11):3381-90. PubMed PMID: 16258899.
  - a. Initial trial demonstrating value of up-front therapy in early RA.
2. Choi HK, Hernan MA, Seeger JD, et al. Methotrexate and mortality in patients with rheumatoid arthritis: a prospective study. *Lancet.* 2002 Apr 6;359(9313):1173-7. PubMed PMID: 11955534.
  - a. Recent CIRT trial showed no benefit to MTX for primary prevention of CVD, but what about in RA?
3. Grigor C, Capell H, Stirling A, McMahon AD, et al. Effect of a treatment strategy of tight control for rheumatoid arthritis (the TICORA study): a single-blind randomised controlled trial. *Lancet.* 2004 Jul 17-23;364(9430):263-9. PubMed PMID: 15262104.
  - a. RA should be treated early and aggressively.
4. van Vollenhoven RF, et al. Tofacitinib or adalimumab versus placebo in rheumatoid arthritis. *N Engl J Med.* 2012 Aug 9;367(6):508-19. PubMed PMID: 22873531.
  - a. JAK inhibitors an oral option for RA, numerically but not significantly better than TNF inhibitors
5. Burmester GR, Lin Y, Patel R, et al. Efficacy and safety of sarilumab monotherapy versus adalimumab monotherapy for the treatment of patients with active rheumatoid arthritis (MONARCH): a randomised, double blind, parallel-group phase III trial. *Ann Rheum Dis.* 2017 May;76(5):840-847. PMID: 27856432
  - a. IL6 inhibition is likely superior to TNF -similar results in ADACTA for tocilizumab
6. Raaschou P, Soderling J, Turesson C, et al. Tumor Necrosis Factor Inhibitors and Cancer Recurrence in Swedish Patients With Rheumatoid Arthritis: A Nationwide Population-Based Cohort Study. *Ann Intern Med.* 2018 Sep 4;169(5):291-299. PMID: 30105374.
  - a. TNF inhibitors are not associated with increased risk for malignancy recurrence
7. Taylor PC, Keystone EC, van der Heijde D, et al. Baricitinib versus Placebo or Adalimumab in Rheumatoid Arthritis. *N Engl J Med.* 2017 Feb 16;376(7):652-662. PMID: 28199814.
  - a. JAK inhibitors with benefit over PLBO - similar results in more recent SELECT-COMPARE study with upadacitinib
8. Moreland LW, O'Dell JR, Paulus HE, et al. A randomized comparative effectiveness study of oral triple therapy versus etanercept plus methotrexate in early aggressive rheumatoid arthritis: the treatment of Early Aggressive Rheumatoid Arthritis Trial. *Arthritis Rheum.* 2012 Sep;64(9):2824-35. PMID: 22508468
  - a. In an age of fancy biologics, triple therapy is still an option.

### Gout

9. White WB, et al. Cardiovascular Safety of Febuxostat or Allopurinol in Patients with Gout. *N Engl J Med.* 2018 Mar 29;378(13):1200-1210. PMID: 29527974.
  - a. Febuxostat w/higher rate of cardiovascular events than allopurinol, though no placebo and

unclear whether it is better or worse than nothing

10. Taylor TH, et al. Initiation of allopurinol at first medical contact for acute attacks of gout: a randomized clinical trial. *Am J Med.* 2012 Nov;125(11):1126-1134.e7. PubMed PMID: 23098865.
  - a. Starting allopurinol does not precipitate or prolong acute gout attacks in a cohort with aggressive prophylaxis
11. Vargas-Santos AB, Peloquin CE, Zhang Y, et al. Association of Chronic Kidney Disease With Allopurinol Use in Gout Treatment. *JAMA Intern Med.* 2018 Nov 1;178(11):1526-1533. PMID: 30304329.
  - a. Allopurinol is not associated with renal dysfunction
12. Stamp LK, Taylor WJ, Jones PB. Starting dose is a risk factor for allopurinol hypersensitivity syndrome: a proposed safe starting dose of allopurinol. *Arthritis Rheum.* 2012 Aug;64(8):2529-36. PMID: 22488501.
  - a. Nice case-control study (almost an oxymoron) demonstrating value of starting low in CKD

#### Vasculitis

13. Stone JH, et al. Rituximab versus cyclophosphamide for ANCA-associated vasculitis. *N Engl J Med.* 2010 Jul 15;363(3):221-32. PMID: 20647199.
  - a. RAVE trial demonstrating non-inferiority of Rituxan vs. Cytoxan in induction for ANCA vasculitis
14. Stone JH, et al. Trial of Tocilizumab in Giant-Cell Arteritis. *N Engl J Med.* 2017 Jul 27;377(4):317-328. doi: 10.1056/NEJMoa1613849. PMID:28745999.
  - a. GIACTA trial demonstrating efficacy of Il6 inhibition in giant cell arteritis
15. Guillevin L, et al. Rituximab versus azathioprine for maintenance in ANCA-associated vasculitis. *N Engl J Med.* 2014 Nov 6;371(19):1771-80. PMID: 25372085.
  - a. MAINRITSAN trail demonstrating superiority of Rituxan over Imuran for maintenance of remission in ANCA vasculitis
16. Wechsler ME, et al. Mepolizumab or Placebo for Eosinophilic Granulomatosis with Polyangiitis. *N Engl J Med.* 2017 May 18;376(20):1921-1932. PMID: 28514601.
  - a. ILS inhibition works for asthmatic symptoms of EGPA
17. Wegener's Granulomatosis Etanercept Trial (WGET) Research Group. Etanercept plus standard therapy for Wegener's granulomatosis. *N Engl J Med.* 2005 Jan 27;352(4):351-61. PMID: 15673801.
  - a. Classic in GCA - indicated that TNF likely not beneficial

#### Osteoarthritis

18. Krebs EE, et al. Effect of Opioid vs Nonopioid Medications on Pain-Related Function in Patients With Chronic Back Pain or Hip or Knee Osteoarthritis Pain: The SPACE Randomized Clinical Trial. *JAMA.* 2018 Mar 6;319(9):872-882. PMID: 29509867
  - a. SPACE RCT demonstrating no benefit of opioid therapy over non-opioid therapy
19. McAlindon TE, et al. Effect of Intra-articular Triamcinolone vs Saline on Knee Cartilage Volume and Pain in Patients With Knee Osteoarthritis: A Randomized Clinical Trial. *JAMA.* 2017 May 16;317(19):1967-1975. PMID: 28510679.



- a. RCT evaluating intraarticular steroid injections in osteoarthritis of the knee
- 20. Nissen SE, Yeomans ND, Solomon DH, et al. Cardiovascular Safety of Celecoxib, Naproxen, or Ibuprofen for Arthritis. *N Engl J Med*. 2016 Dec 29;375(26):2519-29. PMID: 27959716.
  - a. Celecoxib noninferior from CVD perspective than nonselectives; lower rates of GIB and renal dx
- 21. Martel-Pelletier J, Barr AJ, Cicuttini FM, et al. Osteoarthritis. *Nat Rev Dis Primers*. 2016 Oct 13;2:16072. PMID: 27734845.
  - a. Great review of osteoarthritis- recommend other nature reviews as well Osteoporosis/ Metabolic Bone Disease
- 22. Cummings SR, San Martin J, McClung MR, et al. Denosumab for prevention of fractures in postmenopausal women with osteoporosis. *N Engl J Med*. 2009 Aug 20;361(8):756-65. PMID: 19671655.

#### Psoriatic Arthritis

- 23. Mease PJ, et al. Etanercept and Methotrexate as Monotherapy or in Combination for Psoriatic Arthritis: Primary Results From a Randomized, Controlled Phase 3 Trial. *Arthritis Rheumatol*. 2019 Feb 12. PubMed PMID: 30747501.
  - a. SEAM study demonstrating etanercept superior to MTX both as combo or monotherapy but that MTX also seems to work reasonably well by itself
- 24. McInnes 18, et al. Secukinumab, a human anti-interleukin-17A monoclonal antibody, in patients with psoriatic arthritis (FUTURE 2): a randomised, double-blind, placebo-controlled, phase 3 trial. *Lancet*. 2015 Sep 19;386(9999):1137-46. PMID: 26135703.
  - a. FUTURE2 demonstrating IL17 efficacy in psoriatic arthritis
- 25. Gladman D, et al. Tofacitinib for Psoriatic Arthritis in Patients with an Inadequate Response to TNFInhibitors. *N Engl J Med*. 2017 Oct 19;377(16):1525-1536. PMID: 29045207.
  - a. JAK inhibitors also an option for psoriatic arthritis
- 26. Coates LC, Moverley AR, McParland L, et al. Effect of tight control of inflammation in early psoriatic arthritis (TICOPA): a UK multicentre, open-label, randomized controlled trial. *Lancet*. 2015 Dec 19;386(10012):2489-98. PMID: 26433318.
  - a. As in RA, tight control improves outcomes in psoriatic arthritis

#### Pediatric Rheumatology

- 27. Ravelli A, Minoia F, Davi S, et al. 2016 Classification Criteria for Macrophage Activation Syndrome Complicating Systemic Juvenile Idiopathic Arthritis: A European League Against Rheumatism/American College of Rheumatology/Paediatric Rheumatology International Trials Organisation Collaborative Initiative. *Ann Rheum Dis*. 2016 Mar;75(3):481-9. PMID: 26865703.
  - a. Guidelines for MAS in JIA
- 28. Ramanan AV, Dick AD, Jones AP, et al. Adalimumab plus Methotrexate for Uveitis in Juvenile Idiopathic Arthritis. *N Engl J Med*. 2017 Apr 27;376(17):1637-1646. doi: 10.1056/NEJMoa1614160.

PMID: 28445659.

a. Adalimumab effective in uveitis

29. Beukelman T, Patkar NM, Saag KG, et al. 2011 American College of Rheumatology recommendations for the treatment of juvenile idiopathic arthritis: initiation and safety monitoring of therapeutic agents for the treatment of arthritis and systemic features. *Arthritis Care Res (Hoboken)*. 2011 Apr;63(4):465-82. PMID: 21452260.

a. Helpful guidelines for treatment of JIA

### Ankylosing Spondylitis

30. Haroon N, et al. The impact of tumor necrosis factor inhibitors on radiographic progression in ankylosing spondylitis. *Arthritis Rheum*. 2013 Oct;65(10):2645-54. PMID: 23818109

a. TNF inhibitors appear to reduce radiographic progression in ankylosing spondylitis

31. Baeten D, Secukinumab, an Interleukin-17A Inhibitor, in Ankylosing Spondylitis. *N Engl J Med*. 2015 Dec 24;373(26):2534-48. PMID: 26699169.

a. IL17 demonstrated benefit in ankylosing spondylitis

### Scleroderma

32. Steen VD, et al. Case-control study of corticosteroids and other drugs that either precipitate or protect from the development of scleroderma renal crisis. *Arthritis Rheum*. 1998 Sep;41(9):1613-9. PMID: 9751093.

a. Case control study suggesting risk of scleroderma renal crisis in patients with scleroderma who receive steroids

33. Sullivan KM, et al. Myeloablative Autologous Stem-Cell Transplantation for Severe Scleroderma. *N Engl J Med*. 2018 Jan 4;378(1):35-47. PMID: 29298160.

a. SCOT trial demonstrating benefit of stem cell transplant in scleroderma

34. Tashkin DP, et al. Cyclophosphamide versus placebo in scleroderma lung disease. *N. Engl. J. Med.* (2006) 354(25):2655-2666. PMID: 17302533.

a. Modest benefit to skin and pulmonary disease for Cytoxan over placebo

35. Tashkin DP, et al. Mycophenolate mofetil versus oral cyclophosphamide in scleroderma-related interstitial lung disease (SLS II): a randomised controlled, double-blind, parallel group trial. *Lancet Respir Med*. 2016 Sep;4(9):708-719. PMID: 27469583.

a. Mycophenolate mofetil non-inferior to Cytoxan for scleroderma pulmonary disease

36. Herrick AL. Management of Raynaud's phenomenon and digital ischemia. *Curr Rheumatol Rep*. 2013 Jan;15(1):303. doi: 10.1007/s11926-012-0303-1. Review. PMID: 23292819.

a. Nice review of the management of Raynaud's syndrome. Essential for scleroderma clinic.

37. Kowal-Bielecka O, Fransen J, Avouac J, et al. Update of EULAR recommendations for the treatment of systemic sclerosis. *Ann Rheum Dis*. 2017 Aug;76(8):1327-1339. PMID: 27941129.

a. Updated recommendations for management of systemic sclerosis.

### Lupus



38. Appel GB, et al. Mycophenolate mofetil versus cyclophosphamide for induction treatment of lupus nephritis. *J Am Soc Nephrol*. 2009 May;20(5):1103-12 PMID: 19369404
  - a. ALMS trial demonstrating noninferiority of mycophenolate mofetil vs. Cytoxan
39. Canadian Hydroxychloroquine Study Group. A randomized study of the effect of withdrawing hydroxychloroquine sulfate in systemic lupus erythematosus. *N Engl J Med*. 1991 Jan 17;324(3):150-4. PMID: 1984192.
  - a. High rate of flares in patients with SLE who discontinue HCQ
40. Navarra SV, Guzman RM, Gallacher AE, et al. Efficacy and safety of belimumab in patients with active systemic lupus erythematosus: a randomized, placebo-controlled, phase 3 trial. *Lancet*. 2011 Feb 26;377(9767):721-31. PMID: 21296403.
  - a. BLISS inhibitor belimumab effective in SLE
41. Abeles AM, et al. The clinical utility of a positive antinuclear antibody test result. *Am J Med*. 2013 Apr;126(4):342-8. PMID: 23395534
  - a. A positive ANA does not mean your patient has lupus, even at high titers and even with symptoms
42. van Vollenhoven RF, et al. Efficacy and safety of ustekinumab, an IL-12 and IL-23 inhibitor, in patients with active systemic lupus erythematosus: results of a multicentre, double-blind, phase 2, randomised, controlled study. *Lancet*. 2018 Oct 13;392(10155):1330-1339. retinal toxicity in plaquenil
  - a. Early study demonstrating possible benefit of IL12/23 for SLE, Phase III coming.
43. Andreoli L, et al. EULAR recommendations for women's health and the management of family planning, assisted reproduction, pregnancy and menopause in patients with systemic lupus erythematosus and/or antiphospholipid syndrome. *Ann Rheum Dis*. 2017 Mar;76(3):476-485. PMID: 27457513
  - a. Good review of family planning for SLE
44. Melles RB, Marmor MF. The risk of toxic retinopathy in patients on long-term hydroxychloroquine therapy. *JAMA Ophthalmol*. 2014;132(12):1453-60.
  - a. Observational study that touched off controversy regarding: dosing of hydroxychloroquine
45. Pengo V, Denas G, Zoppellaro G, et al. Rivaroxaban vs warfarin in high-risk patients with antiphospholipid syndrome. *Blood*. 2018 Sep 27;132(13):1365-1371. PMID: 30002145.
  - a. Rivaroxaban associated with markedly higher risk of VTE than coumadin in APLS
46. Arbuckle MR, McClain MT, Rubertone MV, et al. Development of autoantibodies before the clinical onset of systemic lupus erythematosus. *N Engl J Med*. 2003 Oct 16;349(16):1526-33. PMID: 14561795.
  - a. Classic study on military recruits demonstrating autoantibody formation during pre-clinical phase

## Myositis

47. Oddis CV, et al. Rituximab in the treatment of refractory adult and juvenile dermatomyositis and adult polymyositis: a randomized, placebo-phase trial. *Arthritis Rheum*. 2013 Feb;65(2):314-24. PMID: 23124935
  - a. Rituximab not superior to placebo over 8-week RCT, but most patients benefit in observational phase of trial

48. Bottai M, et al. International Myositis Classification Criteria Project consortium, the Euromyositisregister and the Juvenile Dermatomyositis Cohort Biomarker Study and Repository (JDRG) (UK and Ireland). EULAR/ACR classification criteria for adult and juvenile idiopathic inflammatory myopathies and their major subgroups: a methodology report. RMD Open. 2017 Nov 14;3(2):e000507. PMID: 29177080.
  - a. New myositis classification criteria

## Sjogrens Syndrome

49. Gottenberg JE, et al. Effects of hydroxychloroquine on symptomatic improvement in primary Sjogren syndrome: the JOQUER randomized clinical trial. JAMA. 2014 Jul 16;312(3):249-58. PubMed PMID: 25027140.
  - a. No benefit to HCQ for Sjogrens syndrome in 24 week RCT portion of trial, but some patients improved after unblinding

## Miscellany

50. Rodriguez-Pinto I, et al. The effect of triple therapy on the mortality of catastrophic anti-phospholipid syndrome patients. Rheumatology (Oxford). 2018 Apr 11. PMID: 29660074.
  - a. Triple therapy associated with greater survival in catastrophic antiphospholipid syndrome
51. Batafarano DF, et al. 2015 American College of Rheumatology Workforce Study: Supply and Demand Projections of Adult Rheumatology Workforce, 2015-2030. Arthritis Care Res (Hoboken). 2018 Apr;70(4):617- 626. PMID: 29400009.
  - a. Increasing prevalence of rheumatologic disease and decrease in providers may cause shortage
52. Duarte-Garcia A, et al. The Evidence Basis for the American College of Rheumatology Practice Guidelines. JAMA Intern Med. 2018 Jan 1;178(1):146-148. PubMed PMID: 29181496.
  - a. Many ACR guidelines based on low quality evidence, but similar to other specialties
53. Clowse MEB, Scheuerle AE, Chambers C, et al. Pregnancy Outcomes After Exposure to Certolizumab Pegol: Updated Results From a Pharmacovigilance Safety Database. Arthritis Rheumatol. 2018 Sep;70(9):1399-1407. PMID: 29623679.
  - a. Certolizumab safe in pregnancy
54. Sihvonen R, Paavola M, Malmivaara A, et al. Arthroscopic partial meniscectomy versus sham surgery for a degenerative meniscal tear. N Engl J Med. 2013 Dec 26;369(26):2515-24. PMID: 24369076.
  - a. Partial meniscectomy no better than sham surgery for meniscal tears
55. Triplett JD, Buzzard KA, Lubomski M, et al. Immune-mediated conditions affecting the brain, eye and ear (BEE syndromes). J Neurol Neurosurg Psychiatry. 2019 Mar 9. PubMed PMID: 30852493.
  - a. The BEE syndromes! Good review of neuro presentations in our realm
56. Smetana GW, Shmerling RH. Does this patient have temporal arteritis? JAMA. 2002 Jan 2;287(1):92-101. Review. PubMed PMID: 11754714.
  - a. Old school article with a good review of NPV, PPV, and likelihood ratios
57. Rhon DI, Boyles RB, Cleland JA. One-year outcome of subacromial corticosteroid injection compared with manual physical therapy for the management of the unilateral shoulder impingement

syndrome: a pragmatic randomized trial. Ann Intern Med. 2014 Aug 5;161(3):161-9. PMID: 25089860.

a. CSI for shoulder impingement is not beneficial

58. Margaretten ME, Kohlwes J, Moore D, et al. Does this adult patient have septic arthritis? JAMA. 2007 Apr 4;297(13):1478-88. Review. PMID: 17405973.

a. Old school, common problem.

If you would like to download the papers themselves, they are available: <https://tinyurl.com/y4af7472>

**SCHEDULE 2**

[See next page]

Schedule 2			
Site	Program	Rotation	
A-Z Women's Center	OBGYN	Family Planning/Elective	
Abrams Eye Institute	Internal Medicine: General	Ophthalmology	
Ackerman Autism Center	Pediatrics	Developmental-Behavioral Medicine	
Allergy Partners of Nevada	Psychiatry: Child & Adolescent	Developmental-Behavioral Medicine	
Ann Childress, MD	Internal Medicine: General	Allergy	
Anthem Hills Pediatrics	Pediatrics	Allergy/Immunology	
Birth Control Care Center (BCCC)	OBGYN	Psychiatry (1 day a week when avail)	
Bone and Joint Specialists	Family Medicine: General	Private Practice	
Carrousel Pediatrics	Internal Medicine: General	Family Planning/Elective	
CC Medical Events	Pediatrics	Elective	
CCSD (Clark County School District)	Emergency Medicine: General	Orthopaedics	
Cheryl Brewer, MD	Pediatrics	Palliative Care/Elective	
Child Haven	OBGYN	EMS	
Childhood Diseases dba Children's Specialty Center	Pediatrics	Community	
Children's Advocacy Alliance	Pediatrics	Oncology/Elective	
Children's Bone & Spine Surgery, LLP	Orthopaedic Surgery	Community	
Children's Heart Center	Family Medicine: General	Peds	
Children's Lung Specialists	Emergency Medicine: Pediatrics	Pediatric Cardiology	
Children's Nephrology	Internal Medicine: Pulmonary	Pediatric Cardiology	
Children's Urology	Pediatrics	Pediatric Pulmonology	
City of Las Vegas Fire and Rescue	Pediatrics	CF Clinic all UMC cont. clinics for OUT PT Pulm	
Clark County Coroner's Office	Emergency Medicine: General	Pediatric Pulmonology	
Clark County Fire Department	Pediatrics	Nephrology/Elective	
Cleveland Clinic - Lou Ruvo	Emergency Medicine: General	Urology/Elective	
Community Ambulance	Internal Medicine: General	EMS	
Comprehensive Cancer Centers	Geriatrics	EMS	
Couture Dermatology & Plastic Surgery	Emergency Medicine: General	Hem Onc	
Critical Mass Gathering Medicine	Pediatrics	Elective	
Desert Endocrinology	Emergency Medicine: General	EMS	
Desert Ortho Center (Clinic Only)	Internal Medicine: Endocrinology	Endocrinology	
Digestive Associates, LLP	Orthopaedic Surgery	Orthopaedics	
Desert Willow Treatment Center (DWTC)	Internal Medicine: Gastroenterology	Hepatology/Continuity Clinic-All UMC rotations	
ENT Consultants of NV	Psychiatry: Adult	UMC Cas & UMC DW	
Eye Care for Nevada	Otolaryngology	Outpatient ENT, laryngology	
Family 2 Family Connection	Family Medicine: General	Ophthalmology (elective option only)	
Fertility Center of Las Vegas, LLP	Family Medicine: Rural	Ophthalmology	
Hand Surgery Specialists	Pediatrics	Community	
Hemostasis and Thrombosis Center of Nevada (HTCNV)	OBGYN	Elective	
Henderson Fire Department	Orthopaedic Surgery	Hand	
High Risk Pregnancy Center	Pediatrics	Elective	
Horizon View Medical Center	Emergency Medicine: General	EMS	
Huntridge Family Clinic	Emergency Medicine: Pediatrics	EMS	
Huynh-Truong Pham Vu (Anthem Pediatrics)	Internal Medicine: Endocrinology	Elective	
Immunize Nevada	OBGYN	Family Planning/Elective	
Institute of Ortho Surgery (Clinic Only)	Internal Medicine: Endocrinology	Elective Pediatric Endocrinology	
Jeff Moxley, Private Practice	Pediatrics	Elective	
Juvenile Arthritis & Rheum	Pediatrics	OPD (listed as "Multi" on the FTE spreadsheet)	
Katherine A Keeley, MD	Pediatrics	Senior Pediatrics	
Kidney Specialist of Southern Nevada (KSOSN)	Orthopaedic Surgery	Senior Pediatrics	
Las Vegas Dermatology	Otolaryngology	Community	
Las Vegas Eye Center - Dr. Naomie Warner	Otolaryngology	Sports/Shoulder & Elbow	
Lee Canyon Ski Patrol	General/Otology	General/Otology	
Maternal Child Health Coalition	Pediatrics	Rheumatology	
MedicWest Ambulance Inc	Otolaryngology	General/Otology	
Mercy Inc, AMR	Internal Medicine: General	Nephrology	
Michael Monroe MD Private Practice	Internal Medicine: General	Dermatology/Elective	
Nathan Adelson Hospice	Internal Medicine: General	Dermatology	
Nellis Air Force Base - 99th Medical Group	Surgical Critical Care	Ophthalmology/Elective	
Neurology Center of Nevada	Emergency Medicine: General	Elective	
Nevada Childhood Lead Poisoning Prevention Program	Emergency Medicine: Pediatrics	Community	
Nevada Heart and Vascular Center (RESH) LLP	Emergency Medicine: General	EMS	
Nevada Kidney Disease and Hypertension Ctr (NKDHC)	Emergency Medicine: Pediatrics	EMS	
Nevada Obstetrical Charity Clinics, Inc (NOCC)	Emergency Medicine: General	EMS	
Nevada PEP	Emergency Medicine: Pediatrics	EMS	
New Hope Foundation International	Emergency Medicine: General	EMS	
North Las Vegas Fire Department (NLVFD)	Emergency Medicine: Pediatrics	EMS	
NV Early Intervention Services	Emergency Medicine: General	EMS	
NV Fertility Institute	Emergency Medicine: Pediatrics	EMS	
Orthopaedic Specialists of Nevada	Emergency Medicine: General	EMS	
Pediatric Gastroenterology & Nutrition Associates, Chtd.	Emergency Medicine: Pediatrics	EMS	
Pediatric Urology of LV	Emergency Medicine: General	EMS	
Prevent Child Abuse Nevada	Emergency Medicine: Pediatrics	EMS	
R.E.A.C.H. Clinic	Emergency Medicine: General	EMS	
Red Rock Medical Group	Emergency Medicine: Pediatrics	EMS	
Robert Futoran, MD	Emergency Medicine: General	EMS	
Robert M Lowe MD, PhD, LLC dba Kids Arthritis Care	Emergency Medicine: Pediatrics	EMS	
Select Physical Therapy	Emergency Medicine: General	EMS	
Shannon West Homeless Youth Center	Emergency Medicine: Pediatrics	EMS	
Siena Pediatrics	Emergency Medicine: General	EMS	
Southern Nevada Children's Assessment Center	Emergency Medicine: Pediatrics	EMS	
Southern Nevada Early Childhood Advisory Council	Emergency Medicine: General	EMS	
SNHD (Southern Nevada Health District)	Emergency Medicine: General	EMS	
Southern Nevada Allergy Asthma and Immunology	Emergency Medicine: Pediatrics	EMS	
Southern Nevada Human Trafficking TaskForce	Emergency Medicine: General	EMS	
St. Rose Pediatrics	Emergency Medicine: Pediatrics	EMS	
Steinberg Diagnostic Medical Imaging	Emergency Medicine: General	EMS	
The Center	Emergency Medicine: Pediatrics	EMS	
The Fertility Center of Las Vegas	Emergency Medicine: General	EMS	
Thomas Dermatology	Emergency Medicine: Pediatrics	EMS	
Three Square Food Bank	Emergency Medicine: General	EMS	
Total Sports Medicine & Orthopedics	Emergency Medicine: Pediatrics	EMS	
UNLV School of Dental Medicine - Pediatric Dentistry Clinic	Emergency Medicine: General	EMS	
Vegas Plastic Surgery Institute	Emergency Medicine: Pediatrics	EMS	
Ventanas de Salud/Research EducationAccess to Community Health (REACH)	Emergency Medicine: General	EMS	
Volunteers in Medicine in SN (VMSN)	Emergency Medicine: Pediatrics	EMS	
WellHealth (Healthcare Partners)	Emergency Medicine: General	EMS	
WestCare Nevada, Inc.	Emergency Medicine: Pediatrics	EMS	
Women's Health Associates of Southern Nevada (WHASN)	Emergency Medicine: General	EMS	

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

<b>Issue:</b>	<b>Fifth Amendment to Interlocal Medical Office Lease with University of Nevada, Las Vegas</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 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. <i>(For possible action)</i></b>		

## FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000999900	Funded Pgm/Grant: N/A
Description: Lied Building Lease	
Bid/RFP/CBE: N/A	
Term: Amendment 5 – extend for nine months from 10/31/2024 – 7/31/2025	
Amount: Amendment 5 – \$28,270.58 monthly base rent	
Out Clause: Subject to Sections 24 (Default) and 25 (Fiscal Fund-Out) clauses	

## BACKGROUND:

On September 5, 2017, the Board of Hospital Trustees approved the Interlocal Medical Office Lease between University Medical Center of Southern Nevada (UMC) and the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas, School of Medicine (School) for Lied Building medical office space located at 1524 Pinto Lane (2<sup>nd</sup> and 3<sup>rd</sup> Floors) (“Existing Premises”). The term of the lease is from November 1, 2017 to October 31, 2022, with the option to extend for two 1-year periods. The First Amendment, effective June 5, 2018, added an additional 6,101 square feet of rentable medical office space. The Second Amendment, effective July 19, 2019, added an additional 2,475 square feet of rentable space on the first floor of the Lied Building, and increased the monthly base rent by approximately 3% annually. The Third Amendment, effective April 20, 2022, executed the first of two 1-year option periods extending the term of the lease from November 1, 2022 to October 2023.

This Fifth Amendment requests to extend the term of the lease from October 31, 2024 to July 31, 2025, for a portion of the premises consisting of twelve thousand four hundred fifty-four (12,454) square feet on the third floor.

Cleared for Agenda  
July 24, 2024

Agenda Item #

**16**

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

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

**FIFTH AMENDMENT TO INTERLOCAL  
MEDICAL OFFICE LEASE**

THIS FIFTH AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE (“**Fifth Amendment**”), is made by and between the BOARD OF HOSPITAL TRUSTEES (“**Trustees**”) on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (“**UMCSN**” or “**LESSOR**”) and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (“**Board**” or “**NSHE**”), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, KIRK KERKORIAN SCHOOL OF MEDICINE (“**UNLV**” or “**LESSEE**”). This Fifth Amendment is effective as of the last date any authorized signatory affixes his/her signature below (“**Effective Date**”).

**WITNESSETH:**

WHEREAS, Lessor and Lessee have entered into that certain Interlocal Medical Office Lease dated April 4, 2018, as amended by the First Amendment to Interlocal Medical Office Lease dated June 5, 2018, Second Amendment to Interlocal Medical Office Lease dated July 19, 2019, Third Amendment to Interlocal Medical Office Lease dated April 20, 2022, and Fourth Amendment to Interlocal Medical Office Lease dated November 8, 2023, pursuant to which Lessee is leasing 21,404 square feet of space from Lessor (collectively, the “**Lease**”).

WHEREAS, the Lease is set to expire on October 31, 2024;

WHEREAS, Lessor and Lessee mutually desire to reduce the total space to be occupied by Lessee under the Lease, and extend the term of the Lease for an additional six (6) month period beyond the expiration date; and

WHEREAS, Lessee is not in default under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt of which are hereby acknowledged, Lessee and Lessor agree that the Lease is amended as follows:

1. Commencing November 1, 2024, Lessee will lease from Lessor a portion of the Premises consisting of twelve thousand four hundred fifty-four (12,454) square feet on the third floor, as depicted in **Exhibit A**, attached hereto and made a part hereof. As of November 1, 2024, all references in the Lease to Premises shall reflect this modified space description.
2. Term. The term of the Lease for the Premises shall be extended for an additional nine (9) month period through July 31, 2025.
3. Except as expressly amended by this Fifth Amendment, the Lease shall remain in full force and effect. To the extent of a conflict between the terms of this Fifth Amendment and the terms of the Lease, the terms of this Fifth Amendment shall prevail. Capitalized terms not defined herein have the meanings given to such terms in the Lease.



IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the date set forth below.

**LESSOR:**

University Medical Center of  
Southern Nevada

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

\_\_\_\_\_  
Date

**LESSEE:**

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

**RECOMMENDED BY:**

By: \_\_\_\_\_  
Marc J. Kahn, Dean  
University of Nevada, Las Vegas  
School of Medicine

\_\_\_\_\_  
Date

**RECOMMENDED BY:**

By: \_\_\_\_\_  
Christopher L. Heavey  
Executive Vice President and Provost

\_\_\_\_\_  
Date

**APPROVED BY:**

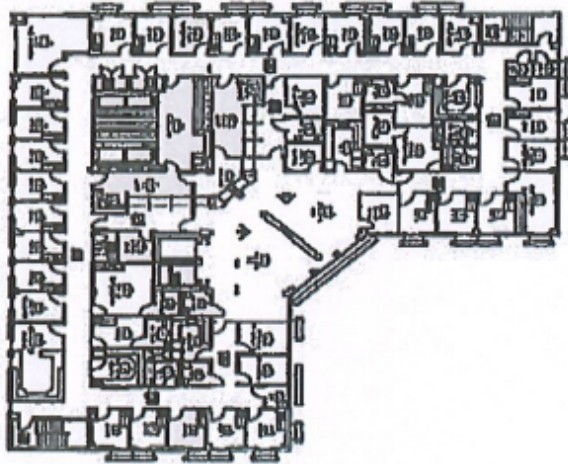
By: \_\_\_\_\_  
Keith E. Whitfield  
President

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Elda L. Sidhu  
Vice President and General Counsel  
University of Nevada, Las Vegas

**EXHIBIT A**  
**THIRD FLOOR**



4261	4262	4263	4264	4265	4266	4267	4268	4269	4270	4271	4272	4273	4274	4275	4276	4277	4278	4279	4280	4281	4282	4283	4284	4285	4286	4287	4288	4289	4290	4291	4292	4293	4294	4295	4296	4297	4298	4299	4300	4301	4302	4303	4304	4305	4306	4307	4308	4309	4310	4311	4312	4313	4314	4315	4316	4317	4318	4319	4320	4321	4322	4323	4324	4325	4326	4327	4328	4329	4330	4331	4332	4333	4334	4335	4336	4337	4338	4339	4340	4341	4342	4343	4344	4345	4346	4347	4348	4349	4350	4351	4352	4353	4354	4355	4356	4357	4358	4359	4360	4361	4362	4363	4364	4365	4366	4367	4368	4369	4370	4371	4372	4373	4374	4375	4376	4377	4378	4379	4380	4381	4382	4383	4384	4385	4386	4387	4388	4389	4390	4391	4392	4393	4394	4395	4396	4397	4398	4399	4400	4401	4402	4403	4404	4405	4406	4407	4408	4409	4410	4411	4412	4413	4414	4415	4416	4417	4418	4419	4420	4421	4422	4423	4424	4425	4426	4427	4428	4429	4430	4431	4432	4433	4434	4435	4436	4437	4438	4439	4440	4441	4442	4443	4444	4445	4446	4447	4448	4449	4450	4451	4452	4453	4454	4455	4456	4457	4458	4459	4460	4461	4462	4463	4464	4465	4466	4467	4468	4469	4470	4471	4472	4473	4474	4475	4476	4477	4478	4479	4480	4481	4482	4483	4484	4485	4486	4487	4488	4489	4490	4491	4492	4493	4494	4495	4496	4497	4498	4499	4500	4501	4502	4503	4504	4505	4506	4507	4508	4509	4510	4511	4512	4513	4514	4515	4516	4517	4518	4519	4520	4521	4522	4523	4524	4525	4526	4527	4528	4529	4530	4531	4532	4533	4534	4535	4536	4537	4538	4539	4540	4541	4542	4543	4544	4545	4546	4547	4548	4549	4550	4551	4552	4553	4554	4555	4556	4557	4558	4559	4560	4561	4562	4563	4564	4565	4566	4567	4568	4569	4570	4571	4572	4573	4574	4575	4576	4577	4578	4579	4580	4581	4582	4583	4584	4585	4586	4587	4588	4589	4590	4591	4592	4593	4594	4595	4596	4597	4598	4599	4600	4601	4602	4603	4604	4605	4606	4607	4608	4609	4610	4611	4612	4613	4614	4615	4616	4617	4618	4619	4620	4621	4622	4623	4624	4625	4626	4627	4628	4629	4630	4631	4632	4633	4634	4635	4636	4637	4638	4639	4640	4641	4642	4643	4644	4645	4646	4647	4648	4649	4650	4651	4652	4653	4654	4655	4656	4657	4658	4659	4660	4661	4662	4663	4664	4665	4666	4667	4668	4669	4670	4671	4672	4673	4674	4675	4676	4677	4678	4679	4680	4681	4682	4683	4684	4685	4686	4687	4688	4689	4690	4691	4692	4693	4694	4695	4696	4697	4698	4699	4700	4701	4702	4703	4704	4705	4706	4707	4708	4709	4710	4711	4712	4713	4714
4261	4262	4263	4264	4265	4266	4267	4268	4269	4270	4271	4272	4273	4274	4275	4276	4277	4278	4279	4280	4281	4282	4283	4284	4285	4286	4287	4288	4289	4290	4291	4292	4293	4294	4295	4296	4297	4298	4299	4300	4301	4302	4303	4304	4305	4306	4307	4308	4309	4310	4311	4312	4313	4314	4315	4316	4317	4318	4319	4320	4321	4322	4323	4324	4325	4326	4327	4328	4329	4330	4331	4332	4333	4334	4335	4336	4337	4338	4339	4340	4341	4342	4343	4344	4345	4346	4347	4348	4349	4350	4351	4352	4353	4354	4355	4356	4357	4358	4359	4360	4361	4362	4363	4364	4365	4366	4367	4368	4369	4370	4371	4372	4373	4374	4375	4376	4377	4378	4379	4380	4381	4382	4383	4384	4385	4386	4387	4388	4389	4390	4391	4392	4393	4394	4395	4396	4397	4398	4399	4400	4401	4402	4403	4404	4405	4406	4407	4408	4409	4410	4411	4412	4413	4414	4415	4416	4417	4418	4419	4420	4421	4422	4423	4424	4425	4426	4427	4428	4429	4430	4431	4432	4433	4434	4435	4436	4437	4438	4439	4440	4441	4442	4443	4444	4445	4446	4447	4448	4449	4450	4451	4452	4453	4454	4455	4456	4457	4458	4459	4460	4461	4462	4463	4464	4465	4466	4467	4468	4469	4470	4471	4472	4473	4474	4475	4476	4477	4478	4479	4480	4481	4482	4483	4484	4485	4486	4487	4488	4489	4490	4491	4492	4493	4494	4495	4496	4497	4498	4499	4500	4501	4502	4503	4504	4505	4506	4507	4508	4509	4510	4511	4512	4513	4514	4515	4516	4517	4518	4519	4520	4521	4522	4523	4524	4525	4526	4527	4528	4529	4530	4531	4532	4533	4534	4535	4536	4537	4538	4539	4540	4541	4542	4543	4544	4545	4546	4547	4548	4549	4550	4551	4552	4553	4554	4555	4556	4557	4558	4559	4560	4561	4562	4563	4564	4565	4566	4567	4568	4569	4570	4571	4572	4573	4574	4575	4576	4577	4578	4579	4580	4581	4582	4583	4584	4585	4586	4587	4588	4589	4590	4591	4592	4593	4594	4595	4596	4597	4598	4599	4600	4601	4602	4603	4604	4605	4606	4607	4608	4609	4610	4611	4612	4613	4614	4615	4616	4617	4618	4619	4620	4621	4622	4623	4624	4625	4626	4627	4628	4629	4630	4631	4632	4633	4634	4635	4636	4637	4638	4639	4640	4641	4642	4643	4644	4645	4646	4647	4648	4649	4650	4651	4652	4653	4654	4655	4656	4657	4658	4659	4660	4661	4662	4663	4664	4665	4666	4667	4668	4669	4670	4671	4672	4673	4674	4675	4676	4677	4678	4679	4680	4681	4682	4683	4684	4685	4686	4687	4688	4689	4690	4691	4692	4693	4694	4695	4696	4697	4698	4699	4700	4701	4702	4703	4704	4705	4706	4707	4708	4709	4710	4711	4712	4713	4714
4261	4262	4263	4264	4265	4266	4267	4268	4269	4270	4271	4272	4273	4274	4275	4276	4277	4278	4279	4280	4281	4282	4283	4284	4285	4286	4287	4288	4289	4290	4291	4292	4293	4294	4295	4296	4297	4298	4299	4300	4301	4302	4303	4304	4305	4306	4307	4308	4309	4310	4311	4312	4313	4314	4315	4316	4317	4318	4319	4320	4321	4322	4323	4324	4325	4326	4327	4328	4329	4330	4331	4332	4333	4334	4335	4336	4337	4338	4339	4340	4341	4342	4343	4344	4345	4346	4347	4348	4349	4350	4351	4352	4353	4354	4355	4356	4357	4358	4359	4360	4361	4362	4363	4364	4365	4366	4367	4368	4369	4370	4371	4372	4373	4374	4375	4376	4377	4378	4379	4380	4381	4382	4383	4384	4385	4386	4387	4388	4389	4390	4391	4392	4393	4394	4395	4396	4397	4398	4399	4400	4401	4402	4403	4404	4405	4406	4407	4408	4409	4410	4411	4412	4413	4414	4415	4416	4417	4418	4419	4420	4421	4422	4423	4424	4425	4426	4427	4428	4429	4430	4431	4432	4433	4434	4435	4436	4437	4438	4439	4440	4441	4442	4443	4444	4445	4446	4447	4448	4449	4450	4451	4452	4453	4454	4455	4456	4457	4458	4459	4460	4461	4462	4463	4464	4465	4466	4467	4468	4469	4470	4471	4472	4473	4474	4475	4476	4477	4478	4479	4480	4481	4482	4483	4484	4485	4486	4487	4488	4489	4490	4491	4492	4493	4494	4495	4496	4497	4498	4499	4500	4501	4502	4503	4504	4505	4506	4507	4508	4509	4510	4511	4512	4513	4514	4515	4516	4517	4518	4519	4520	4521	4522	4523	4524	4525	4526	4527	4528	4529	4530	4531	4532	4533	4534	4535	4536	4537	4538	4539	4540	4541	4542	4543	4544	4545	4546	4547	4548	4549	4550	4551	4552	4553	4554	4555	4556	4557	4558	4559	4560	4561	4562	4563	4564	4565	4566	4567	4568	4569	4570	4571	4572	4573	4574	4575	4576	4577	4578	4579	4580	4581	4582	4583	4584	4585	4586	4587	4588	4589	4590	4591	4592	4593	4594	4595	4596	4597	4598	4599	4600	4601	4602	4603	4604	4605	4606	4607	4608	4609	4610	4611	4612	4613	4614	4615	4616	4617	4618	4619	4620	4621	4622	4623	4624	4625	4626	4627	4628	4629	4630	4631	4632	4633	4634	4635	4636	4637	4638	4639	4640	4641	4642	4643	4644	4645	4646	4647	4648	4649	4650	4651	4652	4653	4654	4655	4656	4657	4658	4659	4660	4661	4662	4663	4664	4665	4666	4667	4668	4669	4670	4671	4672	4673	4674	4675	4676	4677	4678	4679	4680	4681	4682	4683	4684	4685	4686	4687	4688	4689	4690	4691	4692	4693	4694	4695	4696	4697	4698	4699	4700	4701	4702	4703	4704	4705	4706	4707	4708	4709	4710	4711	4712	4713	4714
4261	4262	4263	4264	4265	4266	4267	4268	4269	4270	4271	4272																																																																																																																																																																																																																																																																																																																																																																																																																																																										

[illegible]

**UMC - Lind Building**  
**3rd Floor**  
1000 1st Street, Portland, Oregon 97208  
503.224.1234

UMC - Lied Building  
3rd Floor  
2nd & 3rd floors: 1st and 2nd floors  
2nd & 3rd

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

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> Jennifer Wakem, Chief Financial Officer	
<b>Recommendation:</b>  <b>That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
July 24, 2024

Agenda Item #

**17**