UMC Audit and Finance Meeting

UMC Trauma Building Providence Conference Room 5th Floor

Las Vegas

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
July 19, 2023 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)

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

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

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

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

1. Public Comment

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

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of June 21, 2023. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Receive the monthly financial report for June FY23; and direct staff accordingly. *(For possible action)*

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

6. Review and recommend for ratification by the Governing Board the Second Amendment to the Hospital Service Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

7. Review and recommend for approval by the Governing Board the Letter of Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

8. Review and recommend for approval by the Governing Board the Equipment Repair Service Agreement with FUJIFILM Healthcare Americas Corporation for Endoscopy Scopes; or take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board the Agreement with the Leona M. & Harry B. Helmsley Charitable Trust for Grant Number 2311-06400; or take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the Equipment Agreement with AtriCure, LLC for equipment and disposables; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Governing Board the Master Agreement for Energy Management Services with Kinect Energy, Inc.; or take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Governing Board the Amendment 1 to RFP 2022-01 Service Agreement with HRMG Financial Services for early out self-pay pre-collection services; authorize the Chief Executive Officer to execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

13. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Conditional Offer to Purchase Real Property between Clark County Real Property Management and 820 Rancho Lane, LLC; authorize the Chief Executive Officer to execute necessary documents to effectuate the transaction for the purchase of real property; or take action as deemed appropriate. *(For possible action)*

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

15. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment No. 4 to Services Agreement with Comprehensive Care Services, Inc. for perfusion services; authorize the Chief Executive Officer to execute extension options or amendments; 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 Fourth Amendment of Lease and Extension of Term with Mark Street Property, LLC and Richard and Joylin Vandenberg 1990 Living

Trust for rentable space for the UMC Sunset Quick Care and Primary Care at 525 Marks Street; 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 21, 2023

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

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:03 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:
Robyn Caspersen (via WebEx)
Jeff Ellis (via WebEx)
Harry Hagerty (via WebEx)
Mary Lynn Palenik (via WebEx)

Absent:
Chris Haase (Excused)
Dr. Donald Mackay (Excused)

Others Present:
Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Bud Schawl, Executive Director of Post-Acute Care Services
Susan Pitz, General Counsel
Lia Allen, Assistant General Counsel - Contracts
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

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

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on May 24, 2023. *(For possible action)*

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive an update from Douglas Moser, Director of Materials Management, on GPO activities at UMC; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- PowerPoint Presentation

DISCUSSION:

Douglas Moser, Director of Materials Management provided an update on the activities of the Materials Management department at UMC.

UMC ranks #3 out of seven hospitals with similar spend. HeathTrust's contracted compliance is 80% for all members and the average contract compliance is 83%. UMC is doing very well with 86.1% compliance as of May 2023.

Orthopedic internal and external fixation and regenerative tissue in wound care accounts for nearly $900K in off-contract spend incurred at UMC. This is due to physician preference of certain products.

Mr. Moser next reviewed the administrative fees and rebates that received from the GPO. Fees come from all vendors that participate in the GPO and the GPO may collect up to 3% of all sales volumes from the vendors when they negotiate a contract. Fees do not include the price negotiated. Of the 832 contracts that UMC utilizes from HealthTrust, UMC is reimbursed 50% of the admin fees. As of FY23, UMC has collected approximately $1.9 million in admin fees and rebates. Rebates are paid at various times of the year and depending on the contract.

The targeted savings goal from FY23 was $1.5 million and as of June 15th, we have achieved a savings of $1.9 million. We are projected to hit over $2 million in savings. Other areas of cost savings and savings initiatives currently in process were reviewed.

HealthTrust is ranked the third largest GPO in the nation and is the only one with a committed model and gives flexibility to healthcare organizations.

FINAL ACTION:
None

ITEM NO. 5 Receive the monthly financial report for May FY23; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- May FY23 Financials

DISCUSSION:

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

Admissions were 2,045, below budget 6.28% and AADC was at 651. Hospital CMI was 1.85 and Medicare CMI was 1.86. There were 814 inpatient surgeries, up 4% and outpatient surgeries were below budget approximately 12%. There were 13 transplants and ER visits were on budget. Approximately 21.6% of patients are being admitted from the ED.

Quick care visits were strong, but fell below budget 4.54%; Nellis, Centennial and Aliante were the key drivers. Primary cares were 20% above budget; Spring Valley, Nellis and Aliante were key drivers.

There were 433 telehealth visits, 1,514 Ortho Clinic visits and 92 deliveries.

Trended stats showed admissions were strong at 1,951, which is a record compared to the 12-month average. ALOS was a record low at 6.16. Acuity has been trending downward. Surgical cases continue on an upward trend. ED to admit conversion rates continue to go up. Deliveries dropped slightly.

Payor mix trended was reviewed. In inpatient, Medicaid dropped 3%, but Medicare increased 3%. ED payor mix, Medicare increased just over 1%. Payor mix by inpatient surgical, Medicaid decreased by 1% and outpatient surgical government went up 2% and Medicaid dropped 1.75.

The income statement for May showed net patient revenue was above budget $10.7 million. Other revenue was $1.4 above budget. Overall net revenue exceeded budget $12.2 million. Other operating expenses exceeded budget $9.7 million. Income from ops before depreciation was $6 million, on a budget of $3.5 million, $2.5 million above budget.

The income statement year to date showed income from ops of $57 million above budget. Operating expenses were $57.3 million. Income from ops was $36.5 million on a budget of $36.5 million. This is the first month that we were on budget. The income statement trended was shared as informational.

SWB for May was $8 million over budget. Overtime was approximately $500K above budget, contract labor was also above budget $2.1 million. SWB per APD was $2,304. Ms. Wakem reminded the Committee that ortho and anesthesia were unbudgeted service lines. In trended stats, she highlighted

the contract labor continues to come down as compared to April stats. Coding, radiology and IT continue to be a challenge in contract labor.

All other expenses were over budget approximately $1.7 million due to supplies/surgical implants, 340B, and purchased services.

Key indicators were reviewed briefly. Labor is in the red in SWB and paid FTEs, primarily due to unbudgeted anesthesia and ortho services. Liquidity was in the red with days' cash on hand at about 64 days and net days in AR is at 75 days. Cash collection was all green for the month.

Cash flow for May showed cash received was $56 million; $8 million was related to supplemental payments that were received. Funds were received from the county.

Lastly, the balance sheet was shown.

Member Hagerty asked about the increase in SWB with ortho and anesthesia and asked where the fees for these services fell previously. Ms. Wakem responded that they were under professional fees.

FINAL ACTION TAKEN:
None

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

DOCUMENTS SUBMITTED:
- None

DISCUSSION:

Ms. Wakem updated the Committee on the following items:

The public health emergency officially ended on May 11, 2023. We will no longer receive the COVID add on payment for Medicare patients diagnosed with COVID. Patients are required to be hospitalized for 3 days before being admitted to SNFs. Cost sharing with insurance payors will be required for those seeking COVID testing or vaccinations, as it is no longer covered by the public health emergency.

Medicaid dis-enrollment will be monitored closely. Beginning June 2023, the state has the ability to dis-enroll patients from Medicaid due to the end of the public health emergency.

SB232 was signed by the Governor. This bill extends post-partum Medicaid coverage for women from 60-days to a full 12-months after child birth. This will allow continued maternal Medicaid coverage. In Nevada, 55% of births are covered by Medicaid.

As of May 31st, there is approximately $150 million in outstanding federal supplemental payments.

FINAL ACTION TAKEN:
None

ITEM NO. 7 Review and recommend for approval by the Governing Board the Amendment Six to Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Provider Care Group Services Agreement – Amendment 6 - Redacted
- Disclosure of Ownership

DISCUSSION:

This amendment will extend the Medicare HMO PCP agreement and will add the Provider Group Performance Incentive Program to the agreement, which includes certain quality performance measures, and revise the Exhibit C Compensation schedule in the Agreement. All other terms and conditions in the Agreement are unchanged.

FINAL ACTION TAKEN:

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

ITEM NO. 8 Review and recommend for approval by the Governing Board the Amendment Four to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

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

DISCUSSION:

This amendment will update the UB form to a physician office form and will update the revenue codes to CPT codes in the Exhibit A compensation schedule. All other terms in the Agreement are unchanged.

FINAL ACTION TAKEN:
A motion was made by Member Hagerty to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 9 Review and recommend for approval by the Governing Board the Eighth Amendment to Memorandum of Understanding with Intermountain IPA,

LLC for Managed Care Services; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- HCP IPA Nevada, LLC - MOU – Redacted
- Disclosure of Ownership

DISCUSSION:

This amendment to the hospital agreement updates the business name to Intermountain IPA, LLC, extend the term for three (3) years from June 1, 2023 through May 31, 2026, and it update rates for the extension period.

Chair Caspersen asked if this agreement is related to Intermountain Health. It was clarified that Intermountain IPA, LLC is a subsidiary of Intermountain Health.

FINAL ACTION TAKEN:

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

ITEM NO. 10 Review and recommend for approval by the Governing Board the Letter of Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Letter of Agreement
- Disclosure of Ownership

DISCUSSION:

This is a request is to enter into a Letter of Agreement with Hometown Health to extend the primary care terms and add orthopedic and anesthesia services to the hospital contract.

FINAL ACTION TAKEN:

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

ITEM NO. 11 Review and recommend for approval by the Governing Board the Agreement with HealthLinx, Inc. for Nursing Excellence Assessment Services; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Nursing Excellence Solution Agreement

- Disclosure of Ownership

DISCUSSION:

This agreement will allow vendor to provide consulting services to assess nursing excellence and performance improvement expertise and project planning to ensure UMC meets and/or exceeds the Magnet standards and UMC is successfully designated as a Magnet Facility by the American Nurses Credentialing Center. This is a 2–year term and termination is at any time upon written notice.

FINAL ACTION TAKEN:

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

ITEM NO. 12 Review and recommend for approval by the Governing Board the Amendment One and Two to Agreements with Steris Corporation for Phase I & II of the Surgical Suite Refresh Project; authorize the Chief Executive Officer to exercise any future Amendments within his delegated authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Phase One – Amendment 1
- Phase Two – Amendment 1
- Disclosure of Ownership

DISCUSSION:

These amendments for Phases One and Two will add additional Indigo light cleaning systems for Phase 1 in the OR rooms 12, 14, and endoscopy and for Phase 2 to the CVOR rooms 15 and 16.

FINAL ACTION TAKEN:

A motion was made by Member Palenik 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 Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment to RFP 2018-01 Agreement with Compass Group for Food Services and Clinical Nutrition Management Services (Lot 2); or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Food Services and Clinical Nutrition Management Agreement - Amendment 3
- Disclosure of Ownership

DISCUSSION:

This is a request to exercise the renewal option to extend the agreement term for two years, and increase funding to account for adjustments to the patient day rate and number of patient days that have increased.

Chair Caspersen asked this contract would be up for competitive bid process and what other vendor opportunities are available. Ms. Allen responded that we can begin the renewal process in 2025. There was continued discussion regarding the food services provided to other area hospitals.

FINAL ACTION TAKEN:

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

SECTION 3: EMERGING ISSUES

ITEM NO. 14 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (*For possible action)*

None

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

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

There being no further business to come before the Committee at this time, at the hour of 2:58 pm., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

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

Issue:	**Monthly Financial Reports for June FY23**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation:		
That the Governing Board Audit and Finance Committee receive the monthly financial report for June FY23; and direct staff accordingly. ***(For possible action)***		

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for June FY23 for the committee's review and direction.

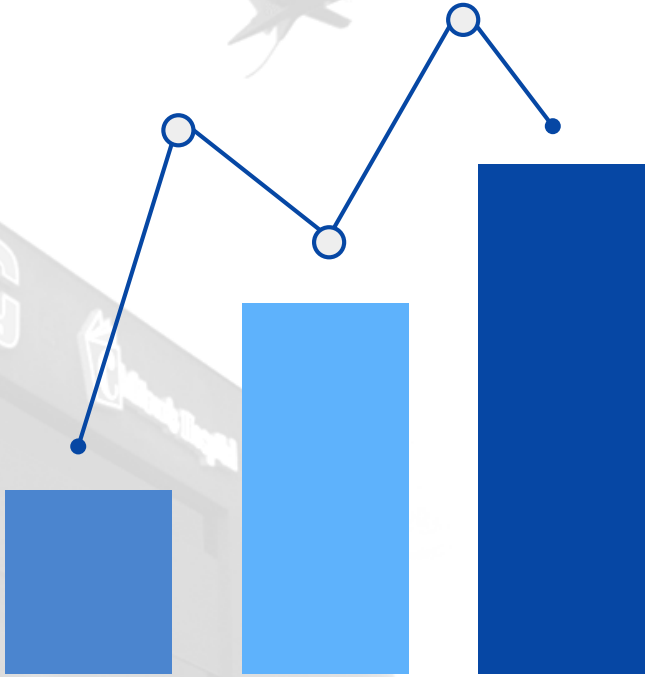
Cleared for Agenda
July 19, 2023

Agenda Item #

4

June 2023 Financials

AFC Meeting



KEY INDICATORS-JUN

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	18,603	16,253	14.46%	20,212	(1,609)	(7.96%)
Total Admissions	1,955	2,014	(2.93%)	1,827	128	7.01%
Observation Cases	775	978	(20.76%)	978	(203)	(20.76%)
AADC	620	542	14.46%	674	(54)	(7.96%)
ALOS (Admits)	6.56	5.01	31.03%	7.08	(0.52)	(7.34%)
ALOS (Obs)	1.03	1.06	(2.40%)	1.06	(0.03)	(2.40%)
Hospital CMI	1.84	1.90	(3.31%)	1.84	0.01	0.18%
Medicare CMI	1.92	1.77	8.57%	1.81	0.11	6.01%
IP Surgery Cases	736	814	(9.63%)	788	(52)	(6.60%)
OP Surgery Cases	440	484	(9.14%)	523	(83)	(15.87%)
Transplants	13	8	62.50%	8	5	62.50%
Total ER Visits	9,118	9,847	(7.40%)	9,091	27	0.30%
ED to Admission	11.88%	-	-	9.94%	1.93%	-
ED to Observation	9.60%	-	-	12.00%	(2.40%)	-
ED to Adm/Obs	21.47%	-	-	21.94%	(0.47%)	-
Quick Cares	15,276	19,493	(21.63%)	15,800	(524)	(3.31%)
Primary Care	6,523	5,641	15.64%	5,841	682	11.68%
UMC Telehealth - QC	382	245	55.92%	413	(31)	(7.51%)
OP Ortho Clinic	1,572	-	100.00%	-	1,572	100.00%
Deliveries	136	130	4.91%	113	23	20.35%

TRENDING STATS

	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jun- 19	Var
APDs	20,212	20,535	21,128	19,865	20,116	19,867	20,965	20,213	19,156	21,367	19,400	20,184	18,603	15,534	3,069
Total Admissions	1,827	1,892	1,914	1,864	1,997	1,974	2,006	1,999	1,842	2,008	1,951	2,045	1,955	1,961	(6)
Observation Cases	978	901	956	839	920	806	763	804	677	602	810	804	775	1,420	(645)
AADC	674	662	682	662	649	662	676	652	684	689	647	651	620	510	110
ALOS (Adm)	7.08	6.54	7.05	7.70	7.10	6.41	7.33	7.12	6.97	7.11	7.10	6.16	6.56	5.32	1.24
ALOS (Obs)	1.06	1.19	1.13	1.08	1.03	1.02	0.93	0.97	0.99	1.01	1.06	1.10	1.03	1.69	(0.66)
Hospital CMI	1.84	1.83	1.84	1.91	1.73	1.82	1.90	1.79	1.81	1.90	1.84	1.85	1.84	1.85	(0.01)
Medicare CMI	1.81	2.00	1.97	2.18	1.82	1.94	1.88	1.89	1.91	1.97	1.81	1.86	1.92	2.07	(0.14)
IP Surgery Cases	788	869	811	786	800	717	742	742	745	836	814	814	736	792	(56)
OP Surgery Cases	523	433	524	426	383	351	368	376	386	471	434	478	440	554	(114)
Transplants	8	16	12	12	11	11	8	16	11	16	14	13	13	5	8
Total ER Visits	9,091	8,994	9,728	9,183	9,844	9,875	9,764	8,991	8,662	9,721	9,532	9,647	9,118	9,336	(218)
ED to Admission	9.94%	11.34%	10.27%	11.29%	11.01%	11.06%	11.61%	11.36%	11.49%	11.53%	11.40%	11.68%	11.88%	10.46%	1.41%
ED to Observation	12.00%	11.52%	11.14%	10.52%	10.66%	9.05%	9.35%	11.10%	10.14%	9.49%	10.14%	9.96%	9.60%	15.20%	(5.60%)
ED to Adm/Obs	21.94%	22.86%	21.41%	21.81%	21.67%	20.11%	20.96%	22.46%	21.62%	21.03%	21.55%	21.64%	21.47%	25.66%	(4.19%)
Quick Care	15,800	14,601	17,119	15,811	16,971	20,344	20,786	18,744	17,859	20,910	19,463	19,502	15,276	13,548	1,728
Primary Care	5,841	5,724	6,942	6,780	6,670	6,407	5,740	6,842	6,589	6,458	5,875	6,934	6,523	5,060	1,463
UMC Telehealth - QC	-	451	335	313	450	667	729	526	474	542	509	433	382	-	382
OP Ortho Clinic	-	-	-	-	-	665	658	1431	1234	1722	1,564	1,514	1,572	-	1,572
Deliveries	113	121	129	129	133	142	137	137	116	120	101	92	136	145	(9)

Payor Mix Trend

IP- Payor Mix 12 Mo Jun- 23

Fin Class	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	12-Mo Avg	Jun to Avg Var
Commercial	17.37%	17.08%	18.65%	17.25%	17.86%	16.03%	15.28%	16.69%	15.57%	18.38%	16.91%	17.44%	17.62%	17.04%	0.58%
Government	3.81%	5.19%	4.27%	4.12%	4.63%	3.26%	3.70%	3.08%	4.00%	4.35%	3.97%	4.11%	3.54%	4.04%	(0.50%)
Medicaid	45.57%	44.53%	45.23%	44.63%	43.43%	44.29%	43.28%	43.39%	43.29%	43.43%	43.82%	41.23%	43.45%	43.84%	(0.40%)
Medicare	28.56%	27.61%	26.69%	27.74%	28.96%	31.19%	32.57%	31.48%	32.12%	29.21%	31.18%	32.49%	29.37%	29.98%	(0.61%)
Self Pay	4.69%	5.59%	5.16%	6.26%	5.12%	5.23%	5.17%	5.36%	5.02%	4.63%	4.12%	4.73%	6.02%	5.09%	0.93%

ED- Payor Mix 12 Mo Jun- 23

Fin Class	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	12-Mo Avg	Jun to Avg Var
Commercial	17.86%	17.90%	18.02%	18.07%	17.92%	16.36%	16.66%	17.90%	17.17%	17.99%	16.58%	17.24%	17.32%	17.47%	(0.15%)
Government	4.41%	4.12%	3.99%	4.05%	4.10%	3.56%	3.67%	3.67%	3.96%	4.56%	3.84%	4.44%	4.32%	4.03%	0.29%
Medicaid	52.92%	53.12%	52.87%	51.20%	51.95%	54.76%	53.46%	51.71%	53.33%	52.97%	53.70%	52.05%	49.77%	52.84%	(3.07%)
Medicare	13.07%	13.82%	13.25%	13.79%	14.23%	13.53%	14.34%	14.96%	15.19%	13.97%	14.67%	15.00%	15.65%	14.15%	1.50%
Self Pay	11.74%	11.04%	11.87%	12.89%	11.80%	11.79%	11.87%	11.76%	10.35%	10.51%	11.21%	11.27%	12.94%	11.51%	1.43%

Payor Mix Trend

Surg IP- Payor Mix 12 Mo Jun- 23

Surg IP	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	12-Mo Avg	Jun to Avg Var
Commercial	18.53%	21.03%	23.80%	23.41%	20.70%	20.89%	20.56%	20.16%	20.27%	22.61%	20.76%	22.11%	21.13%	21.24%	(0.11%)
Government	5.20%	7.13%	7.77%	5.09%	6.48%	5.43%	6.32%	4.44%	6.80%	6.58%	6.51%	5.65%	5.42%	6.12%	(0.70%)
Medicaid	40.36%	37.47%	35.38%	36.89%	33.92%	38.58%	38.85%	37.63%	37.87%	36.95%	38.45%	36.12%	42.28%	37.37%	4.91%
Medicare	31.09%	27.24%	27.87%	28.12%	32.79%	30.50%	28.09%	32.12%	30.13%	29.19%	29.49%	30.59%	26.29%	29.77%	(3.48%)
Self Pay	4.82%	7.13%	5.18%	6.49%	6.11%	4.60%	6.18%	5.65%	4.93%	4.67%	4.79%	5.53%	4.88%	5.51%	(0.63%)

Surg OP- Payor Mix 12 Mo Jun- 23

Surg OP	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	12-Mo Avg	Jun to Avg Var
Commercial	32.89%	34.10%	32.76%	33.80%	33.68%	28.21%	36.14%	26.06%	26.17%	24.63%	29.95%	31.80%	33.40%	30.85%	2.55%
Government	8.80%	6.22%	6.67%	8.22%	6.27%	5.70%	5.43%	5.85%	7.77%	7.01%	7.37%	9.00%	8.64%	7.03%	1.61%
Medicaid	34.98%	40.79%	36.57%	36.85%	36.81%	42.17%	32.61%	42.82%	39.12%	42.24%	35.25%	36.40%	34.55%	38.05%	(3.50%)
Medicare	21.99%	16.36%	21.52%	17.84%	20.37%	20.51%	21.74%	23.14%	25.90%	24.42%	24.19%	20.92%	22.73%	21.58%	1.16%
Self Pay	1.34%	2.53%	2.48%	3.29%	2.87%	3.41%	4.08%	2.13%	1.04%	1.70%	3.24%	1.88%	0.68%	2.50%	(1.82%)

SUMMARY INCOME STATEMENT JUN

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$369,657,054	$338,029,967	$31,627,088	9.36%	↑
Net Patient Revenue	$71,835,539	$62,954,094	$8,881,444	14.11%	↑
Other Revenue	$3,771,565	$3,190,046	$581,519	18.23%	↑
Total Operating Revenue	**$75,607,104**	**$66,144,140**	**$9,462,964**	**14.31%**	↑
Net Patient Revenue as a % of Gross	19.43%	18.62%	0.81%	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$73,909,169**	**$65,617,501**	**($8,291,668)**	**(12.64%)**	↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**$1,697,934**	**$526,639**	**$1,171,295**	**222.41%**	↑
Add back: Depr & Amort.	$3,732,347	$2,955,392	($776,955)	(26.29%)	↓
Tot Inc from Ops plus Depr & Amort.	**$5,430,281**	**$3,482,031**	**$1,948,250**	**55.95%**	↑
Operating Margin (w/Depr & Amort.)	**7.18%**	**5.26%**	**1.92%**	**-**	

SUMMARY INCOME STATEMENT YTD JUN

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$4,406,764,573	$4,076,553,692	$330,210,880	8.10%	↑
Net Patient Revenue	$824,592,544	$766,586,156	$58,006,388	7.57%	↑
Other Revenue	$39,581,574	$31,095,723	$8,485,852	27.29%	↑
Total Operating Revenue	**$864,174,118**	**$797,681,879**	**$66,492,239**	**8.34%**	↑
Net Patient Revenue as a % of Gross	18.71%	18.80%	(0.09%)	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$858,248,274**	**$792,684,185**	**($65,564,089)**	**(8.27%)**	↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**$5,925,843**	**$4,997,694**	**$928,150**	**18.57%**	↑
Add back: Depr & Amort.	$36,052,439	$35,027,422	($1,025,017)	(2.93%)	↓
Tot Inc from Ops plus Depr & Amort.	**$41,978,283**	**$40,025,116**	**$1,953,167**	**4.88%**	↑
Operating Margin (w/Depr & Amort.)	**4.86%**	**5.02%**	**(0.16%)**	-	

SUMMARY INCOME STATEMENT TREND

REVENUE	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	12-Mo Avg	Jun to Avg Var
Total Gross Patient Revenue	$338,423	$356,195	$374,965	$353,902	$357,810	$353,064	$369,393	$359,307	$347,996	$401,766	$373,152	$389,558	$369,657	$364,628	$5,030
Net Patient Revenue	$56,778	$64,442	$66,003	$64,304	$63,577	$65,144	$65,505	$69,348	$69,080	$77,823	$72,544	$74,986	$71,836	$67,461	$4,374
Other Revenue	$1,764	$2,516	$2,177	$2,581	$4,113	$2,099	$7,116	$2,462	$3,210	$2,559	$3,154	$3,822	$3,772	$3,131	$640
Total Operating Revenue	**$58,541**	**$66,958**	**$68,180**	**$66,885**	**$67,690**	**$67,244**	**$72,621**	**$71,810**	**$72,291**	**$80,382**	**$75,699**	**$78,808**	**$75,607**	**$70,592**	**$5,015**
Net Patient Revenue as a % of Gross	16.78%	18.09%	17.60%	18.17%	17.77%	18.45%	17.73%	19.30%	19.85%	19.37%	19.44%	19.25%	19.43%	18.48%	0.95%

EXPENSE	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	12-Mo Avg	Jun to Avg Var
Salaries, Wages and Benefits	$29,904	$41,229	$39,837	$39,487	$41,427	$40,375	$42,921	$42,637	$43,764	$47,120	$46,002	$46,511	$44,902	$41,768	$3,134
Supplies	$7,090	$11,288	$11,569	$12,110	$12,085	$12,293	$15,052	$13,377	$11,336	$14,367	$12,810	$13,142	$14,540	$12,210	$2,330
Other	$18,846	$15,284	$15,240	$15,892	$16,152	$15,764	$16,390	$17,222	$14,440	$15,180	$15,911	$16,124	$14,467	$16,037	($1,570)
Total Operating Expense	**$55,840**	**$67,800**	**$66,645**	**$67,490**	**$69,664**	**$68,432**	**$74,363**	**$73,237**	**$69,541**	**$76,666**	**$74,722**	**$75,778**	**$73,909**	**$70,015**	**$3,894**

INCOME FROM OPS	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	12-Mo Avg	Jun to Avg Var
Total Inc from Ops	**$2,701**	**($842)**	**$1,535**	**($605)**	**($1,974)**	**($1,188)**	**($1,742)**	**($1,427)**	**$2,750**	**$3,716**	**$976**	**$3,031**	**$1,698**	**$577**	**$1,121**
Add back: Depr & Amort.	$9,263	$2,781	$2,819	$2,802	$2,811	$2,811	$3,287	$3,231	$2,904	$2,956	$2,953	$2,965	$3,732	$3,465	$267
Tot Inc from Ops plus Depr & Amort.	**$11,964**	**$1,938**	**$4,354**	**$2,196**	**$837**	**$1,623**	**$1,545**	**$1,804**	**$5,653**	**$6,671**	**$3,930**	**$5,996**	**$5,430**	**$4,043**	**$1,388**
Operating Margin (w/Depr & Amort.)	**20.44%**	**2.90%**	**6.39%**	**3.28%**	**1.24%**	**2.41%**	**2.13%**	**2.51%**	**7.82%**	**8.30%**	**5.19%**	**7.61%**	**7.18%**	**5.73%**	**1.46%**

SALARY & BENEFIT EXPENSE JUN

	Actual	Budget	Variance	% Variance	
Salaries	$28,388,256	$24,245,446	($4,142,809)	(17.09%)	↓
Benefits	$12,982,241	$11,923,033	($1,059,208)	(8.88%)	↓
Overtime	$1,111,807	$989,939	($121,869)	(12.31%)	↓
Contract Labor	$2,420,050	$856,754	($1,563,296)	(182.47%)	↓
TOTAL	$44,902,354	$38,015,172	($6,887,182)	(18.12%)	↓
Paid FTEs	3,831	3,446	(385)	(11.16%)	↓
SWB per FTE	$11,722	$11,031	($691)	(6.26%)	↓
SWB/APD	$2,414	$2,156	($258)	(11.96%)	↓
SWB % of Net	62.51%	60.39%	-	(2.12%)	↓
AEPOB	6.18	5.95	(0.23)	(3.82%)	↓

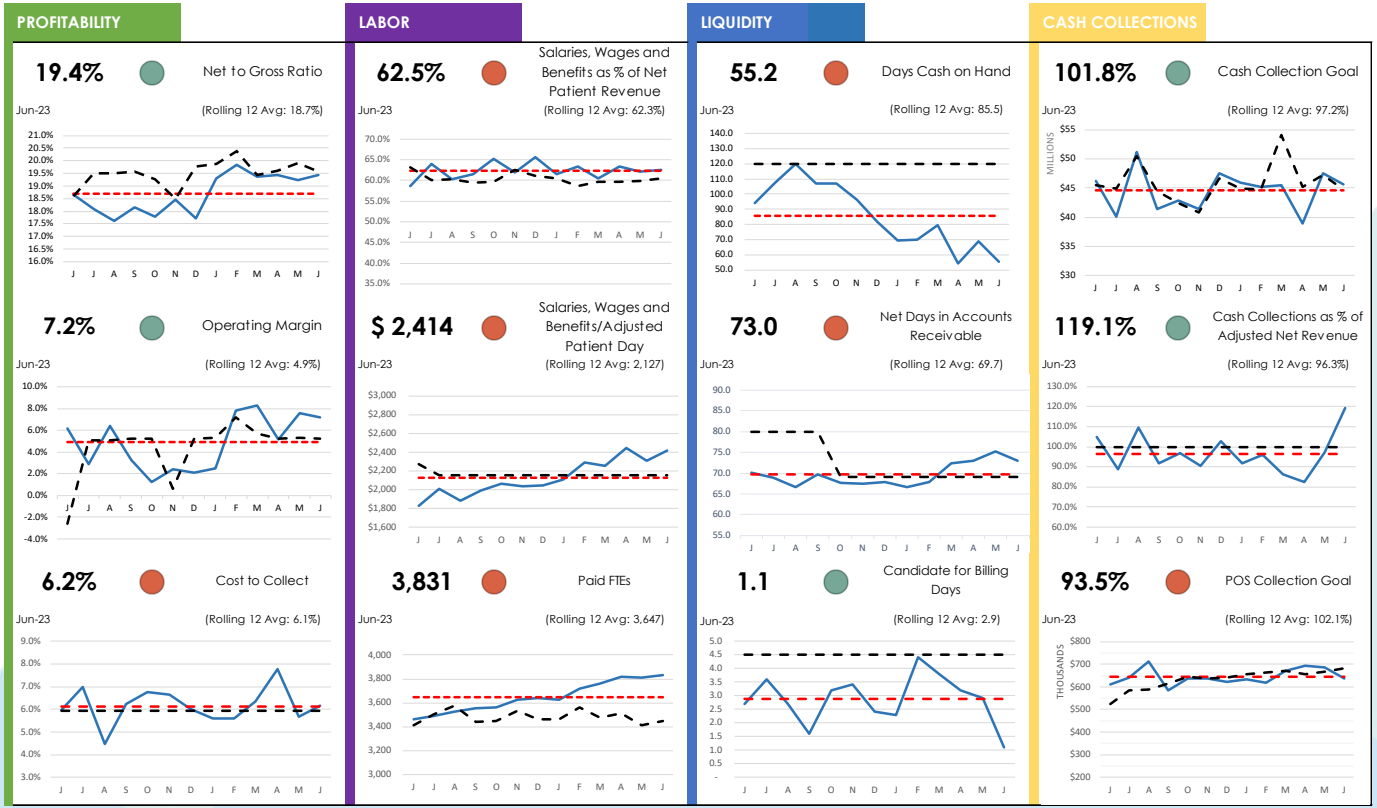
SALARY & BENEFIT EXPENSE TREND

SALARY & BENEFIT EXPENSE	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	12-Mo Avg	Jun to Avg Var
Salaries	$23,527	$26,230	$26,013	$25,194	$27,845	$26,358	$28,230	$27,978	$26,094	$28,739	$29,150	$29,583	$28,388	$27,078	($1,310)
Benefits	$4,010	$12,908	$11,886	$12,359	$11,626	$12,009	$12,385	$12,426	$11,525	$12,671	$12,743	$12,670	$12,982	$11,601	($1,381)
Overtime	$1,183	$1,283	$1,106	$1,012	$961	$1,128	$1,116	$936	$813	$1,277	$1,228	$1,286	$1,112	$1,111	($1)
Contract Labor	$1,184	$808	$832	$922	$995	$880	$1,191	$1,298	$5,332	$4,432	$2,881	$2,971	$2,420	$1,977	($443)
Nursing	$1,102	$550	$483	$555	$571	$522	$704	$877	$1,171	$1,287	$1,066	$724	$377	$801	$424
Physician	-	-	-	-	-	-	-	-	$3,721	$2,656	$1,252	$1,707	$1,097	$2,334	$1,237
Other	$223	$258	$348	$366	$423	$358	$487	$421	$441	$490	$563	$540	$947	$410	($537)
TOTAL	**$29,904**	**$41,229**	**$39,837**	**$39,487**	**$41,427**	**$40,375**	**$42,921**	**$42,637**	**$43,764**	**$47,120**	**$46,002**	**$46,511**	**$44,902**	**$41,768**	**($3,134)**
Paid FTE	3,506	3,492	3,536	3,553	3,570	3,630	3,625	3,623	3,715	3,762	3,813	3,810	3,831	3,636	(194)
SWB per FTE	$8,529	$11,808	$11,267	$11,114	$11,604	$11,121	$11,840	$11,769	$11,781	$12,525	$12,063	$12,207	$11,722	$11,469	($253)
SWB/APD	$1,480	$2,008	$1,885	$1,988	$2,059	$2,032	$2,047	$2,109	$2,285	$2,205	$2,371	$2,304	$2,414	$2,065	($349)
SWB % of Net	**52.67%**	**63.98%**	**60.36%**	**61.41%**	**65.16%**	**61.98%**	**65.52%**	**61.48%**	**63.35%**	**60.55%**	**63.41%**	**62.03%**	**62.51%**	**61.82%**	**(0.68%)**
OT % of Productive	**4.21%**	**4.27%**	**3.63%**	**3.25%**	**3.29%**	**3.72%**	**3.44%**	**3.15%**	**2.98%**	**3.68%**	**3.74%**	**3.76%**	**3.57%**	**3.59%**	**0.02%**
AEPOB	**5.14**	**5.27**	**5.19**	**5.37**	**5.50**	**5.48**	**5.36**	**5.56**	**5.43**	**5.46**	**5.90**	**5.85**	**6.18**	**5.46**	**(0.72)**

EXPENSES JUN

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,798,728	$3,776,767	$978,039	25.90%	↑
Supplies	$14,539,585	$11,914,021	($2,625,564)	(22.04%)	↓
Purchased Services	$4,567,688	$5,942,099	$1,374,412	23.13%	↑
Depreciation	$3,140,328	$2,325,568	($814,760)	(35.03%)	↓
Amortization	$592,018	$629,824	$37,806	6.00%	↑
Repairs & Maintenance	$1,455,995	$914,829	($541,166)	(59.15%)	↓
Utilities	$560,890	$477,296	($83,594)	(17.51%)	↓
Other Expenses	$1,178,580	$1,430,543	$251,963	17.61%	↑
Rental	$173,004	$191,383	$18,378	9.60%	↑
Total Other Expenses	**$29,006,815**	**$27,602,329**	**($1,404,486)**	**(5.09%)**	↓

KEY FINANCIAL INDICATORS$UN



FY23 CASH FLOW

	June 2023	May 2023	April 2023	YTD of FY2023
Operating Activities				
Cash received from patients and payors	62,202,121	55,978,755	52,743,939	689,795,030
Cash paid to vendors	(33,728,072)	(23,038,843)	(62,837,156)	(370,392,795)
Cash paid to employees	(46,399,254)	(38,365,272)	(50,229,310)	(500,802,288)
Other operating receipts/(disbursements)	3,716,395	3,757,539	2,817,746	40,926,719
Net cash provided by/(used in) operations	(14,208,810)	(1,667,821)	(57,504,781)	(140,473,334)
Investing Activities				
Purchase of property and equipment, net	(5,978,332)	(4,663,047)	(2,127,654)	(35,980,685)
Interest received	363,664	1,332	306,907	13,371,425
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	5,652,763	4,426,388	31,477,403	92,874,077
Net cash provided by/(used in) investing activities	38,095	(235,327)	29,656,656	70,264,817
Financing Activities				
From/(to) Clark County	-	31,000,000	-	31,000,000
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	(6,370,000)
Interest paid	-	-	-	(328,148)
Other	-	-	-	-
Net cash provided by/(used in) financing activities	-	31,000,000	-	24,301,852
Increase/(decrease) in cash	(14,170,715)	29,096,852	(27,848,126)	(45,906,666)
Cash beginning of period	50,510,826	21,413,974	49,262,100	82,246,777
Cash end of period	36,340,111	50,510,826	21,413,974	36,340,111
Unrestricted cash	36,340,111	50,510,826	21,413,974	36,340,111
Cash restricted by donor	3,897,209	4,014,388	4,470,969	3,897,209
Internally designated cash	82,881,841	88,534,604	92,960,992	82,881,841

FY23BALANCE SHEET HIGHLIGHTS

	June 2023	May 2023	April 2023
CASH			
Unrestricted	$ 36.3	$ 50.5	$ 21.4
Restricted by donor	3.9	4.0	4.5
Internally designated	82.9	88.5	93.0
	$ 123.1	$ 143.0	$ 118.8
NET WORKING CAPITAL	$ 260.2	$ 265.6	$ 235.9
NET PP&E	$ 206.7	$ 203.3	$ 199.7
LONG-TERM DEBT	$ -	$ -	$ -
NET PENSION LIABILITY	$ 313.9	$ 313.9	$ 313.9
NET POSITION	$ (181.6)	$ (183.0)	$ (216.6)

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

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

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
July 19, 2023

Agenda Item #

5

Agreements with a P&L Impact												
Item #	**Bid/RFP# or CBE**	**Vendor on GPO?**	**Contract Name**	**New Contract/ Amendment/Exercise Option/Change Order**	**Are Terms/Conditions the Same?**	**This Contract Term**	**Out Clause**	**Contract Value**	**Capital/Maintenance and Support**	**Savings/Cost Increase**	**Requesting Department**	**Description/Comments**
8	NRS 332.115(1)(b)	No	FujiFilm	New Contract	N/A	3 Years	60 days w/o cause	Base Agreement NTE $493,627.50	None	Savings $54,847.50	OR	This request is for approval to enter into a new Equipment Repair Service Agreement. This agreement is to repair and restore scopes to proper working condition. The funding will cover services through the term of the agreement.
10	NRS 450.525 NRS 450.530	Yes	AtriCure	New Contract	N/A	2 Years	30 days w/o cause	Base Agreement Est. $1,200,000	None	N/A	OR	This HPG Agreement is for equipment and the puchase of disposables for Hybrid AF Therapy-Advanced Atrial Fibrillation Ablation Treatment. The estimated cost is for $1,200,000.
11	NRS 332.115(1)(b)	No	Kinect Energy	New Contract	N/A	1 Year	90 days w/o cause	Base Agreement Est. $526,832.92	None	N/A	Plant Operations	Provide natural gas and assist in obtaining the lowest possible rates in the natural gas market. The estimated cost is $526,832.92 for 1 year term.
12	RFP 2022-01	No	HRMG Financial Services	Amendment	No	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE $2,500,000.00 Amendment 1 NTE $500,000 Cumulative Total NTE $3,000,000.00	None	Increase $500,000	Patient Accounting	Amendment 1 to add printing and mailing of correspondence letters that UMC currently does in-house at $0.95 per correspondence letter and add an additional funding amount of NTE $500,000 from July 26, 2023 through the end of the Agreement Term. Currently, UMC personnel prints and manually mails such letters thus it takes time away from collections and costs more to do in-house.
13	N/A	No	Clark County (Department of Real Property Management)	New Contract	N/A	N/A	Due Diligence Period	Base Agreement $2,295,000	None	None	Executive Office	Staff requests board approval of the 820 Rancho Lane property acquisition. The property consist of a +/- 14,460 square foot 1-story office building located on +/- .88 acres of developed land (APN 139-32-804-002 & 003). The purchase transaction is between Clark County and 820 Rancho Lane, LLC. Staff requests authority for the Chief Executive Officer to execute any necessary documents for the transaction. This acquisition will allow UMC to expand the existing campus within the medical district.
14	N/A	No	Clark County (Department of Real Property Management)	New Contract	N/A	N/A	Due Diligence Period	Base Agreement $1,136,900	None	None	Executive Office	Staff requests board approval of the 2101 West Charleston Boulevard property acquisition. The site is a vacant property with approximately 1.45 acres with evidence of prior development (APN 162-04-101-006). The purchase transaction is between Clark County and Bella Exploration Inc. Staff requests authority for the Chief Executive Officer to execute any necessary documents for the transaction. This acquisition will allow UMC to expand the existing campus.
15	NRS 450.525 NRS 450.530	Yes	Comprehensive Care Services	Amendment	Yes	3 Years	90 days w/o cause	Base Agreement NTE $10,500,000.00 Amendment 2 NTE $51,575.00 Amendment 4 Est. $ 3,593,016.68 Cumulative Total Est. $14,144,591.68	None	Savings $1,654,175	OR	Amendment No. 4 to the Agreement adds additional funding and disposables to cover perfusion services for TAVER and ECMO. This HPG purchase is NTE $3,593,016.68
16	N/A	No	Vandenberg 1990 Living Trust	Amendment	No	5 Years	Budget Act and Fiscal Fund Out; Purchase option after Year 3	Base Agreement NTE $ 1,119,492.00 Previous Amendments $5,816,532.00 Amendment 4 $1,460,485.76 Cumulative NTE $8,396,509.76	None	Increase $6,957.15	Quick Care	This Fourth Amendment to the lease for the UMC Sunset Quick Care/Primary Care location at 525 Marks St. extends the lease term through 8/31/2028 and incudes new rent amount, additional five (5) year option to extend, and an option to purchase after year 3.

Agreements with $0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	**Bid/RFP# or CBE**	**Vendor on GPO?**	**Contract Name**	**New Contract/ Amendment/Exercise Option/Change Order**	**Are Terms/Conditions the Same?**	**This Contract Term**	**Out Clause**	**Estimated Revenue**	**Requesting Department**	**Description/Comments**
6	NRS 332.115.(1)(f)	No	Cigna Health and Life Insurance Company	Amendment	No	2 Years	180 days w/o cause	Revenue to hospital based on volume	Managed Care	Requests to (i) extend the term for two (2) years effective July 1, 2023 through June 30, 2025, (ii) updated Rate Exhibits
7	NRS 332.115(1)(f)	No	Hometown Health	Amendment	No	3 Years	120 days w/o cause	Revenue to hospital based on volume	Managed Care	This LOA effective July 1, 2023 authorizes UMC to provide on-sidt clinics at either High Desert Prison or Southern Desert Correctional Center to State of Nevada Inmates through the Nevada Department of Corrections
9	N/A	No	The Leona M. and Harry B. Helmsley Charitable Trust Grant #2311-06400	New Grant	N/A	3 Years	N/A	$1,190,949	Nursing	This grant will support UMC in the development of an Extracorporeal Life Support (ECLS) Program for patients of all ages. Optimal performance of this ECLS program will be achieved through training and education, including observerships, training resources, and virtual consultation capabilities with experienced ECLS centers. Through the work established by these grant funds, adult and pediatric patients with acute cardiac and pulmonary failure in Southern Nevada will have greater access to critical Extracorporeal Membranous Oxygenation (ECMO) services without having to transfer out of state.

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

Issue:	**Second Amendment to Hospital Services Agreement with Cigna Health and Life Insurance Company**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Second Amendment to the Hospital Service Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 2 – extend for two (2) years from 7/1/2023 to 6/30/2025
Amount: Revenue based on volume
Out Clause: 180 days w/o cause

BACKGROUND:

Since July 2021, UMC has had an agreement with Cigna Health and Life Insurance Company ("Provider") to provide its members healthcare access to the UMC Hospital and its associated Urgent Care Facilities. The initial Agreement term is from July 1, 2021 to June 30, 2022, unless terminated with a 180-day written notice. First Amendment, effective July 1, 2022, extended the term for one (1) year through June 30, 2023, and updated the reimbursement rates.

This request is for ratification of the Second Amendment to extend the term for an additional two (2) years from July 1, 2023 through June 30, 2025, and update the reimbursement rates. The Amendment was entered into immediately to be effective as of July 1, 2023.

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

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

Cleared for Agenda
July 19, 2023

Agenda Item #
6

Second Amendment to Hospital Services Agreement

This Second Amendment ("Amendment") is by and between Cigna Health and Life Insurance Company ("Cigna") and University Medical Center of Southern Nevada ("Hospital").

WHEREAS, Cigna and Hospital have executed a Hospital Services Agreement dated July 1, 2021 (the "Agreement") and Amended on July 1, 2022;

WHEREAS, Cigna and Hospital, mutually desire to amend the Agreement;

NOW, THEREFORE, pursuant to the Amendment provisions of the Agreement and in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Term. The Agreement shall continue in effect for an additional two-year period, from July 1, 2023 ("Amendment Effective Date") ending June 30, 2025 at 11:59 pm.

2. Rate Exhibits A14 (Hospital), A15 (Urgent Care Center), A16 (Primary Care Services) and A17 (Hospital Based Physicians) dated July 1, 2022 of the Agreement shall be deleted in its entirety and replaced with the Attached Exhibits A14 (Hospital), A15 (Urgent Care Center), A16 (Primary Care Services) and A17 (Hospital Based Physicians) dated July 1, 2023 the Effective Date.

3. The Addendum to Hospital Service Agreement for the State of Nevada is extended for two years, July 1, 2023 ending June 30, 2025, the Amendment term period.

4. Except as modified herein, the Agreement remains in full force and effect. To the extent of a conflict between this Amendment and the Agreement, this Amendment shall control.

5. Any and all capitalized terms not defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF the parties have caused this Amendment to be executed by their duly authorized representatives below.

AGREED AND ACCEPTED BY:

Provider	**Cigna**
University Medical Center of Southern Nevada	Cigna Health and Life Insurance Company
Mason Van Houweling	Michelle Demonteverde
Name	Michelle Demonteverde
Mason Van Houweling	
Printed Name	Regional Vice President, Network Management
Chief Executive Officer	
Title	Title
6/30/23	06/29/2023
Date Signed	Date Signed
88-6000436	
Federal Tax ID	
1548393127	
National Provider Identifier	

EXHIBIT A-14
Cigna – Fee Schedule and Reimbursement Terms

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

EXHIBIT 15
Cigna – Free-Standing Urgent Care Center

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

EXHIBIT A-15
Cigna – Free-Standing Urgent Care Center
Fee Schedule and Reimbursement Terms

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

EXHIBIT 16
Cigna – Fee Schedule and Reimbursement Terms

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

EXHIBIT A-16
Cigna – Fee Schedule and Reimbursement Terms

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

EXHIBIT A-17
Cigna – Fee Schedule and Reimbursement Terms

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

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 46

Corporate/Business Entity Name:	Cigna Health and Life Insurance Company	
(Include d.b.a., if applicable)		
Street Address:	400 North Brand Ave, Suite 300	**Website: www.cigna.com**
City, State and Zip Code:	Glendale, CA 91203	**POC Name:** **Email:**
Telephone No:	818-546-5100	**Fax No:**
Nevada Local Street Address: **(If different from above)**	5940 S. Rainbow Blvd, Suite 1009	**Website: www.cigna.com**
City, State and Zip Code:	Las Vegas, NV 89118	**Local Fax No: 866-497-8290**
Local Telephone No:	770 261 2418	**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Teri Lauenstein — Signature

Teri Lauenstein — Print Name

VP Network Management — Title

June 13, 2022 — Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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

Cigna Executives and Management Team

Executive Leader Name	Title
David Cordani	Chairman and Executive Officer, Cigna Corporation
Chuck Berg	President, U.S. Government Business, and Senior Advisor
Noelle Eder	Executive Vice President and Global Chief Information Officer, Cigna Corporation
Brian Evanko	Chief Financial Officer, Cigna Corporation
Nicole Jones	Executive Vice President and General Counsel, Cigna Corporation
Everett Neville	Executive Vice President, Strategy, Corporate Development and Solutions, Cigna Corporation
Eric Palmer	President and Chief Executive Officer, Evernorth
Cindy Ryan	Executive Vice President, Chief Human Resources Officer
Jason Sadler	President, International Markets, Cigna Corporation
Paul Sanford	Executive Vice President, Operations, Cigna Corporation
Mike Triplett	President, U.S. Commercial, Cigna Corporation

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

Issue:	**Letter of Agreement with Hometown Health**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Letter of Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Orthopedic Services to Nevada Inmates
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Effective July 1, 2023
Amount: Revenue based on volume
Out Clause: 120 business days w/o cause

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

BACKGROUND:

This request is to enter into a Letter of Agreement ("LOA") with Hometown Health ("Hometown") to cover services provided in on-site clinics conducted at either High Desert Prison or Southern Desert Correctional Center to the State of Nevada inmates through the Nevada Department of Corrections by UMC Orthopedic & Spine Institute. Hometown will reimburse University Medical Center $250.00 per inmate visit, subject to a minimum of $2,000 (equal to 8 inmates). The Agreement term is effective July 1, 2023, contingent on inmate's certificate of coverage remaining effective with Hometown at the time services are rendered.

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

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

Cleared for Agenda
July 19, 2023

Agenda Item #
7

Hometown Health

June 8, 2023

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

Attn: Contact Name: Rose Coker
Email Address: rose.coker@umcsn.com
Phone Number: 702-383-3982

This Letter of Agreement will cover services provided in on-site clinics conducted at either High Desert Prison or Southern Desert Correctional Center to the State of Nevada inmates through the Nevada Department of Corrections by UMC Orthopedic & Spine Institute.

Hometown Health will reimburse University Medical Center $ per inmate visit, subject to a minimum of (equal to inmates). In the event that the inmates refuse to be seen once scheduled, University Medical Center will be entitled to $ for that clinic. Otherwise, University Medical Center will be paid per inmate seen during each clinic conducted.

1. This Agreement is effective July 1, 2023, contingent on inmate's certificate of coverage remaining effective with Hometown health at the time services are rendered

Hometown Health	University Medical Center Tax Identification #88-6000436
Date	Date

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

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

Business Designation Group (Please select all that apply)

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Hometown Health Providers Insurance Company, Inc. Hometown Health Plan, Inc.	
(Include d.b.a., if applicable)	OneHealth	
Street Address:	10315 Professional Cir.	**Website: Hometownhealth.com**
City, State and Zip Code:	Reno, NV 89512	**POC Name: Danae Lear** **Email: Dlear@hometownhealth.com**
Telephone No:	775-982-3008	**Fax No: 775-982-3751**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

DocuSigned by:
David Hansen
8D9F2F0F6F1B401...
Signature

David Hansen
Print Name

CEO Hometown Health
Title

8/17/2021 | 18:32 PDT
Date

REVISED 7/25/2014

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

Issue:	**Equipment Repair Service Agreement with FUJIFILM Healthcare Americas Corporation**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Equipment Repair Service Agreement with FUJIFILM Healthcare Americas Corporation for Endoscopy Scopes; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000702100 Funded Pgm/Grant: N/A
Description: Repair Services for Endoscopy Scopes
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 4/1/2023 to 3/31/2026
Amount: $164,542.50 annually or NTE $493,627.50 for three (3) years
Out Clause: 60 days w/o cause

BACKGROUND:

This request is to enter into a new All-Inclusive Equipment Repair Service Agreement ("Agreement") with FUJIFILM Healthcare Americas Corporation ("Fuji") for endoscopy scopes. Fuji will repair and restore the scopes to proper working condition and provide all parts and labor necessary to complete the repair of the scopes to the manufacturer's then-current specifications. UMC will compensate Fuji an annual amount of $164,542.50 or potential aggregate NTE $493,627.50 for three (3) years from the April 1, 2023 through March 31, 2026. Either party may terminate this Agreement without cause with a 60-day written notice to the other.

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

Fuji currently holds a Clark County business license.

Cleared for Agenda
July 19, 2023

Agenda Item #
8

FUJIFILM HEALTHCARE AMERICAS CORPORATION
ALL-INCLUSIVE EQUIPMENT REPAIR SERVICE AGREEMENT

Customer Invoicing Information

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

Company Contact Information

FUJIFILM Healthcare Americas Corporation
10 Highpoint Drive
Wayne, NJ 07470
Attn: Matthew Jones
Email:matthew.jones@fujifilm.com
Service Agreement # E20650
Date: **June 15, 2023**

AGREEMENT

This Equipment Repair Service Agreement, including the terms and conditions and the schedules attached hereto (collectively, this "Agreement"), is entered into by and between FUJIFILM Healthcare Americas Corporation, a New York corporation, maintaining an office at 10 High Point Drive, Wayne, New Jersey, 07470 ("HCUS") and the customer listed above (the "Customer"). The equipment covered by this Agreement (the "Equipment") is the equipment listed on Schedule A hereto acquired from HCUS. This Agreement is effective as of the Effective Date as indicated below.

COVERAGE TERM

For the period of 36 months from 4/1/2023 to 3/31/2026

SERVICE RATE

The Annual Service Rate will be billed in advance at an annual rate of:

YEAR 1:	**$**	**164,542.50**
YEAR 2:	**$**	**164,542.50**
YEAR 3:	**$**	**164,542.50**
Total Value	**$**	**493,627.50**

PAYMENT OPTIONS:_____ANNUAL_____SEMIANNUAL_____QUARTERLY_____MONTHLY

Price is the same regardless of Payment Option chosen. This proposal is valid for sixty (60) days from quotation date.

ACCEPTANCE

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT ATTACHED HERETO AS SCHEDULE B CAREFULLY WHICH IS INCORPORATED HEREIN BY REFERENCE. THE TERMS AND CONDITIONS OF THIS AGREEMENT CAN ONLY BE WAIVED, MODIFIED OR AMENDED BY ANOTHER WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF HCUS.

Customer Signature of Authorized Agent | **Date** | **Customer Purchase Order Number**

Mason Van Houweling, CEO
Print Customer Name and Title

Accepted by FUJIFILM Healthcare Americas Corporation | **Date**

Schedule B
FUJIFILM Healthcare Americas Corporation--Endoscopy Division
Equipment Repair Service Agreement
Terms and Conditions

1. **EQUIPMENT**. This Agreement shall only cover the Equipment identified on Schedule A hereto. Equipment will be considered "New" if this Agreement is executed by the Customer within sixty (60) days after receipt of the Equipment. Equipment will be considered "Used" if it does not otherwise qualify as "New" and will further be subject to a prior inspection and approval by FUJIFILM Healthcare Americas Corporation ("HCUS") before HCUS can accept Used Equipment for servicing under this Agreement.

2. **COVERED SERVICES**.

(a) Upon the request of the Customer at any time during the Term of the Agreement, HCUS shall repair and restore the Equipment to proper working condition, ordinary wear and tear excepted. Except as listed in Section 3 hereof, HCUS will provide all parts and labor necessary to complete the repair of the Equipment to the manufacturer's then-current specifications.

(b) The Customer shall notify HCUS Customer Care (1-800-385-4666) in a timely manner once an actual or perceived problem that requires repair of the Equipment is found.

(c) If the repair services cannot be completed on-site at the Customer's location, the Customer shall properly package the Equipment in accordance with HCUS requirements and ship the Equipment to HCUS via two (2) day Federal Express service using HCUS's Federal Express number (to be provided upon request). The risk of loss shall pass from the Customer to HCUS upon the receipt of the Equipment by Federal Express and properly packaged.

(d) All repaired Equipment will be shipped from HCUS to the Customer freight pre-paid by HCUS via standard two (2) day delivery. The risk of loss shall pass to the Customer upon delivery to the Customer's designated location.

(e) HCUS reserves the right to use reconditioned, refurbished and/or serviceable used parts that meet HCUS's quality assurance standards for repairs hereunder. The use of reconditioned, refurbished and/or serviceable used parts may include, without limitation, replacing or exchanging major components of the Equipment.

(f) In certain cases a HCUS Certified Service Provider, rather than HCUS, will perform services for the Customer. In such event, the HCUS Certified Service Provider shall perform all such services in accordance with the applicable terms of this Agreement; *provided*, *however*, that all payments from the Customer required in this Agreement shall be paid to HCUS.

3. **EXCLUSIONS**.

(a) This Agreement shall not cover and HCUS shall have no obligation to repair and no liability for: (i) components, parts and materials not manufactured by HCUS; (ii) supplies and consumables, including, without limitation, lamps, valves, video cables and other disposable consumables; (iii) any Equipment which has been disassembled, repaired, tampered with, altered, changed or modified by persons other than HCUS's authorized service personnel; (iv) Equipment which has been damaged from use for any

SCHEDULE A

EQUIPMENT LISTING

Product Description	Serial #	Annual List Price	Discount Percent	Discount Dollars	Year 1	Year 2	Year 3	Total Cost
EC-760P-V/L	3C738G031	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-760P-V/L	3C738G007	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-760P-V/L	3C738G006	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-760R-V/L	5C729G050	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-760R-V/L	5C729G059	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-760R-V/L	5C729G075	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-760R-V/L	5C729G147	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-760R-V/L	5C729G157	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-760S-V/L	2C748G369	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$9,733.50
EC-760S-V/L	2C748G340	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$9,733.50
EC-760S-V/L	2C748G339	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$9,733.50
EC-760S-V/L	2C748G311	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$9,733.50
EC-760S-V/L	2C748G308	$4,326.00	25%	-$1,081.50	$3,244.50	$3,244.50	$3,244.50	$9,733.50
EC-740T/L	3C733G017	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-740T/L	3C733G016	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EC-760Z-V/L	1C747G010	$5,150.00	25%	-$1,287.50	$3,862.50	$3,862.50	$3,862.50	$11,587.50
EG-740N	3G399G217	$4,120.00	25%	-$1,030.00	$3,090.00	$3,090.00	$3,090.00	$9,270.00
EG-740N	3G399G213	$4,120.00	25%	-$1,030.00	$3,090.00	$3,090.00	$3,090.00	$9,270.00
EG-740N	3G399G215	$4,120.00	25%	-$1,030.00	$3,090.00	$3,090.00	$3,090.00	$9,270.00
EG-760R	7G402G628	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EG-760R	7G402G626	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EG-760R	7G402G625	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EG-760R	7G402G615	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EG-760R	7G402G609	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EG-760R	7G402G605	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EG-760R	7G402G600	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EG-760R	7G402G532	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EG-760R	7G402G591	$3,914.00	25%	-$978.50	$2,935.50	$2,935.50	$2,935.50	$8,806.50
EI-740D/S	1G417G129	$5,150.00	25%	-$1,287.50	$3,862.50	$3,862.50	$3,862.50	$11,587.50
EG-760CT	8G411G066	$4,120.00	25%	-$1,030.00	$3,090.00	$3,090.00	$3,090.00	$9,270.00
EG-760CT	8G411G047	$4,120.00	25%	-$1,030.00	$3,090.00	$3,090.00	$3,090.00	$9,270.00
EG-760CT	8G411G046	$4,120.00	25%	-$1,030.00	$3,090.00	$3,090.00	$3,090.00	$9,270.00
EG-760Z	1C747G010	$5,150.00	25%	-$1,287.50	$3,862.50	$3,862.50	$3,862.50	$11,587.50
EN-580T	4C675G033	$6,695.00	25%	-$1,673.75	$5,021.25	$5,021.25	$5,021.25	$15,063.75
ED-580XT	2D127G123	$6,386.00	25%	-$1,596.50	$4,789.50	$4,789.50	$4,789.50	$14,368.50
ED-580XT	2D127G117	$6,386.00	25%	-$1,596.50	$4,789.50	$4,789.50	$4,789.50	$14,368.50
ED-580XT	2D127G068	$6,386.00	25%	-$1,596.50	$4,789.50	$4,789.50	$4,789.50	$14,368.50

Product Description	Serial #	Annual List Price	Discount Percent	Discount Dollars	Year 1	Year 2	Year 3	Total Cost
EG-580UT	4U047G065	$18,540.00	25%	-$4,635.00	$13,905.00	$13,905.00	$13,905.00	$41,715.00
EG-580UT	4U047G052	$18,540.00	25%	-$4,635.00	$13,905.00	$13,905.00	$13,905.00	$41,715.00
EG-580UT	4U047G020	$18,540.00	25%	-$4,635.00	$13,905.00	$13,905.00	$13,905.00	$41,715.00
EG-580UR	4U048G039	$18,540.00	25%	-$4,635.00	$13,905.00	$13,905.00	$13,905.00	$41,715.00
EG-580UR	4U048G030	$18,540.00	25%	-$4,635.00	$13,905.00	$13,905.00	$13,905.00	$41,715.00
Net Price		**$219,390.00**		**-$54,847.50**	**$164,542.50**	**$164,542.50**	**$164,542.50**	**$493,627.50**

reason outside of its intended use or (v) use of endoscope reprocessing/disinfecting systems and agents prohibited in writing by HCUS with notice of same delivered to the Customer.

(b) HCUS shall determine, in its reasonable discretion whether damage to the Equipment is a result of any of the matters described in clauses (iii) through (v) above and shall notify the Customer of same. Upon the Customer's written request, HCUS may perform repair services for such damages and, if HCUS performs such repair services, the Customer shall pay for such repairs at HCUS's then current time and materials pricing.

4. **OBLIGATIONS OF THE CUSTOMER**.

(a) The Customer will provide HCUS's service personnel access to the Equipment and Loaner Units (as defined in Section 6 below) during normal business hours for the purposes described herein.

(b) The Customer shall provide HCUS with reasonable assistance for diagnosing and correcting Equipment problems by telephone.

(c) The Customer will follow all operating, reprocessing, cleaning and maintenance procedures for the Equipment and Loaner Units as described in HCUS's instruction manuals and in accordance with all applicable federal, state, and local laws , rules, regulations, industry standards and guidelines (collectively, "Laws"). In compliance with Occupational Safety and Health Administration blood borne pathogen regulations and other applicable Laws, the Customer shall reprocess and properly package the Equipment and Loaner Units that come into contact with any potentially infectious material before shipment to HCUS.

(d) The Customer will use the Equipment and Loaner Units (if any) in the manner for which they were intended, in accordance with all applicable manufacturer's manuals and instructions, and in compliance with all applicable Laws.

(e) If the Customer requests expedited delivery of the repaired Equipment or Loaner Units, the Customer shall pay for such expedited delivery.

(f) The Customer understands, acknowledges and agrees that the Fee charged by HCUS under this Agreement is based, in part, on the Customer using the Equipment for an expected average number of procedures per day (the "**AUPD**"). The Customer represents and warrants that as of the Effective Date, the AUPD of the Equipment, considered in the aggregate, does not exceed 2.0, and during the Term, will not exceed 3.0. The AUPD shall be calculated on a monthly basis (based upon 22 working days a month) as follows: the number of procedures performed on all units of Equipment owned by the Customer in the applicable month divided by the product of (a) the number of working days in the applicable month and (b) the number of units of Equipment owned by the Customer. As an example, if there are 22 working days in a month and the Customer owns 2 units of Equipment and performs a total of 110 procedures in such month (regardless of how the 110 procedures were allocated between the two units of Equipment), then the AUPD is 2.5.

(g) The Customer shall maintain accurate records of the number of procedures it performs per day using each unit of Equipment. Upon HCUS's request, the Customer shall provide HCUS

such records and other documentation necessary to verify the Customer's AUPD. The Customer further agrees that HCUS shall have the right to increase the Fee charged hereunder or terminate this Agreement immediately, in HCUS's sole discretion, in the event that the Customer's AUPD exceeds the limitation set forth above.

5. **FEES**.

(a) The Customer shall pay to HCUS the Fee, as provided herein. Except as otherwise expressly provided herein, all repairs to the Equipment will be performed at no additional charge. If the aggregate amount of any invoice exceeds $10,000, HCUS cannot accept the payment of such amount (either in whole or in part) by credit card, p-card or any other charge card.

(b) HCUS will invoice the Customer for each payment of the Fee due hereunder except the initial payment which shall be due at the time the Customer executes and delivers this Agreement to HCUS. The Customer shall pay all invoices net forty-five (45) days from date of invoice. In the case of installment payments, HCUS will invoice the Customer (i) on the first anniversary of the Effective Date in the case of annual installments, (ii) on each six-month anniversary of the Effective Date in the case of semi- annual installments, (iii) on the first business day of each January, April, July and October in the case of quarterly installments, and (iv) on the first day of each month in the case of monthly installments.

(c) HCUS shall invoice the Customer for additional services expressly provided herein, including, but not limited to, repairs performed pursuant to Section 3(b) hereof, expedited shipping expenses, daily use fees and repairs made to Loaner Units. The Customer shall pay all such invoices net forty-five (45) days from date of invoice.

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

6. **LOANER UNITS.**

(a) The Customer may request that HCUS lend it endoscope units (collectively, the "Loaner Units") on a temporary basis to be utilized at the Customer's site solely while HCUS is repairing the Equipment. HCUS is not obligated to provide the Customer with Loaner Units, but shall endeavor to do so if Loaner Units are available. If HCUS agrees to provide the Customer with Loaner Units, (i) the additional terms and conditions set forth on Attachment 1 hereto shall apply, which Attachment 1 is incorporated herein by reference, and (ii) HCUS shall ship the Loaner Units to the Customer by HCUS's standard method of delivery with freight pre-paid.

7. **TERMINATION**.

(a) Either party may terminate this Agreement at any time without cause or penalty, upon at least sixty (60) days prior written notice to the other party. Any pre-paid fees for services shall be refunded to Customer on a pro-rata basis as of the effective date of termination.

(b) HCUS may immediately terminate this Agreement or any portion hereof relating to any

Equipment whose AUPD exceeds 3.0.

8. **EFFECT OF TERMINATION; RETURN OF LOANER UNITS**.

(a) When this Agreement terminates or expires, or when the Customer no longer has the right during the Term to keep the Loaner Units as more fully described in Attachment 1 hereto, the Customer shall promptly return all Loaner Units (if any) to HCUS by the fifteenth (15th) day after the earlier of (i) termination or expiration of this Agreement or (ii) the date when the Customer no longer has the right to keep the Loaner Units, as the case may be (such fifteenth (15th) day, the "Required Return Date"). When returned to HCUS, the Loaner Units shall be in the same operating order, repair, condition and appearance as when delivered to the Customer, ordinary wear and tear excepted. In the event that any of the Loaner Units is lost, stolen, or for any reason not returned to HCUS within twenty (20) business days after the Required Return Date, the Customer shall immediately pay to HCUS an amount equal to the replacement value of each such Loaner Unit as reasonably determined by HCUS. This replacement value amount is in addition to any other amounts owed under this Agreement, including, without limitation, amount owed pursuant to the terms and conditions set forth on Attachment 1 hereto.

(b) If this Agreement is terminated prior to the date of expiration, HCUS shall complete any repairs in progress and the Customer shall pay the pro rata portion of the Fee based on the period of time elapsed from the Effective Date through the date of termination.

9. **GOVERNMENT PROGRAM PARTICIPATION**. HCUS represents and warrants that it is not (1) excluded from participating in any "Federal health care program" as that phrase is defined in 42 U.S.C. § 1320a-7b(f) ("**Excluded**"), or (2) debarred, suspended, declared ineligible, or voluntarily excluded by any Federal department or agency (collectively, "**Debarred**"). In the event that HCUS, during the Term of this Agreement, is Excluded or Debarred, HCUS shall notify the Customer in writing within three (3) days after such event. Upon the occurrence of such event, whether or not notice is given to the Customer, the Customer may terminate this Agreement immediately upon written notice to HCUS.

10. **ACCESS TO BOOKS AND RECORDS**. If the Customer pays HCUS Ten Thousand Dollars ($10,000) or more during any twelve (12) month period within the Term of this Agreement, upon the Customer's request, HCUS shall retain and make available the contract, books, documents and records which are necessary to verify the cost of the services provided hereunder upon request of the Secretary of Health and Human Services, the United States Comptroller General, the Customer or any of the Customer's duly authorized representatives for a period of four (4) years after furnishing services pursuant to this Agreement or such other period as required by law. If HCUS carries out any of its duties under this Agreement through a subcontract, HCUS will cause such subcontract to contain a clause that requires the same requirements as this section does for HCUS.

11. **INDEMNIFICATION**.

(a) HCUS shall indemnify, defend and hold harmless the Customer, its directors, officers, employees, and agents, individually and collectively, from all unrelated third party claims and liabilities, damages, costs, and expenses, including reasonable attorneys' fees, to the extent arising from bodily injury, death or property damage proximately caused by the negligence of HCUS or any of its employees and/or agents who are employed or otherwise engaged by HCUS, in the performance of services under this Agreement.

(b) To the maximum extent permitted by Nevada law, the Customer agrees to indemnify, defend, reimburse and hold harmless HCUS, its affiliates and its and their respective directors, officers, employees and agents, individually and collectively, from all unrelated third party claims and related liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees to the extent caused by the negligent acts or omissions of the Customer or any of its employees and/or agents who are employed

or otherwise engaged by the Customer.

12. **LIMITATION OF WARRANTY, LIABILITY AND REMEDY**.

(a) EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, HCUS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

(b) In the event that HCUS is required to repair any Equipment pursuant to this Agreement, and HCUS does not repair and restore such Equipment to its proper working condition (ordinary wear and tear excepted), HCUS shall repair such Equipment again in a good and workmanlike manner such that the Equipment is restored to its proper working condition (ordinary wear and tear excepted). Notwithstanding anything to the contrary set forth herein, such repair is the exclusive remedy under this Agreement for HCUS's failure to repair and restore such Equipment to proper working condition (ordinary wear and tear excepted), and HCUS may repair the Equipment any number of times, but such repairs shall not affect the Term of this Agreement. Except as described in the foregoing sentences, HCUS's total liability for any claim relating to this Agreement shall be limited to the aggregate amount paid by the Customer to HCUS under this Agreement during the twelve (12) month period prior to the date when the claim was made. IN NO EVENT SHALL HCUS BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, REVENUE OR PROFITS, INTERRUPTION OF BUSINESS, LOSS OF USE OR LOST PRODUCTIVITY, LOST FILES, IMAGES OR DATA, OR DAMAGES TO REPUTATION OR GOODWILL, RELATING TO THIS AGREEMENT, EVEN IF HCUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NATURE OF THE CLAIM ASSERTED.

(c) If any court having jurisdiction finally holds that this limitation of warranties, liabilities and/or remedies is void or unenforceable, HCUS's liability for any claim shall be limited to the cost paid for the deficient services.

13. **MISCELLANEOUS**.

(a) Neither HCUS nor the Customer shall assign or transfer this Agreement, including, without limitation, by operation of law (including, without limitation, an assignment or transfer pursuant to or arising from the bankruptcy of the assigning party), consolidation, merger or otherwise without the prior written consent of the other party. Notwithstanding the foregoing, either party may, with written notice to the other party, assign its obligations under this Agreement to its parent company or any of its affiliates, provided that the assigning party remains fully liable under this Agreement for performance , and further provided that, with respect to the Customer, the Customer must be current in all payments due hereunder prior to any purported assignment. Any assignment not in compliance with this paragraph shall be null and void.

(b) HCUS shall not be responsible or liable for any failure to perform hereunder if such failure is caused by acts of God, acts of government, shortages of parts, strikes or labor disputes, failures of transportation, fire or flood or casualty, failures of subcontractors or suppliers, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) that are beyond HCUS's reasonable control. This Agreement and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by the substantive laws of the State of Nevada without regard to the conflict of laws rules thereof (including, without limitation, its statutes of limitations) that would result in any other jurisdiction's laws being applied. The parties

hereto agree that the State and Federal courts of the State of Nevada shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement, the breach thereof or to the relationship created thereby. The parties expressly and irrevocably submit and consent in advance to such jurisdiction in any action or proceeding relating to this Agreement, hereby waiving personal service of the summons and complaint or other process.

(c) The Customer acknowledges that, when entering into this Agreement, HCUS has relied upon the Customer's representation that the Equipment and Loaner Units will be used only by the Customer and only for business purposes. The Customer represents that it has the power to enter into this Agreement and that the person executing this Agreement on behalf of the Customer has been duly authorized and has all required corporate approvals.

(d) This Agreement (including the attached schedules) is the complete agreement of the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written proposals, communications, understandings and agreements regarding this subject matter. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless documented in writing and signed by authorized representatives of both parties. No officer or other representative of HCUS is empowered to modify this paragraph orally.

(e) HCUS and the Customer agree that the provisions contained in this Agreement are severable and divisible, that each such provision does not depend upon any other provision for its enforceability, and that each such provision set forth herein constitutes an enforceable obligation between the parties hereto. Consequently, the parties hereto agree that neither the invalidity nor the unenforceability of any provision of this Agreement shall affect the other provisions, and this Agreement shall remain in full force and effect and be construed in all respects as if such invalid or unenforceable provision were omitted.

(f) The waiver of a breach of any provision of this Agreement will not be a waiver of any subsequent breach of the same or any other provision hereof.

(g) Contrary or additional terms and conditions contained in any purchase order or other communication sent by the Customer to HCUS shall be of no effect.

(h) Each party hereto acknowledges that it has had ample opportunity to review this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement. The headings contained herein are for reference only and are not a part of this Agreement and shall not be used in connection with the interpretation of this Agreement. Delivery of an executed counterpart of this Agreement by PDF format shall be as effective as delivery of an originally-signed counterpart of this Agreement. All notices permitted or required to be given under the terms of this Agreement shall be sent by personal delivery, United States Mail (certified postage prepaid, return receipt requested), or overnight delivery by a reputable carrier, and addressed as set forth on the first page above. Such notices shall be deemed given hereunder on the date of delivery thereof (or date of non-acceptance).

(i) HCUS acknowledges that Customer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to the Agreement which HCUS has claimed to be confidential and proprietary, Customer will immediately notify HCUS of such demand and HCUS shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Customer shall disclose only that portion of the Confidential

Information that its counsel advises is specifically mandated as applicable.

[Rest of page intentionally left blank]

Attachment 1

Additional Terms and Conditions Governing the Loaner Units

1. Loaner Units will be solely utilized by the Customer at the site location where the Loaner Units were shipped by HCUS (the "Site"). The Customer will be responsible for the cost of all consumable products to be used in connection with the Loaner Units, if any.

2. The Customer can only use the Loaner Units during the time that commensurate Equipment is being repaired by HCUS or one of its authorized service providers. Within fifteen (15) days after the Customer receives its repaired Equipment, the Customer must return the Loaner Units to HCUS at its Wayne, NJ offices using HCUS's Federal Express return labels.

3. The failure to return the Loaner Units within the fifteen (15) day period referenced above may be subject to public disclosure by HCUS pursuant to the Physician Payment Sunshine Act ("PPSA") or other similar laws. If required by applicable law and if the Customer fails to return the Loaner Units within the fifteen (15) day period referenced above, HCUS will report the value of the Loaned Units (beginning on the sixteenth (16th) day following delivery of the repaired Equipment to Customer) in accordance with applicable law.

4. Title to the Loaner Units is and will at all times remain with HCUS. The Customer will at all times keep the Loaner Units free and clear of all liens, attachments, encumbrances, charges, levies and other judicial process of any kind whatsoever. The Customer acknowledges that it has no rights of ownership, title or equity in any of the Loaner Units. HCUS may mark the Loaner Units as its property and the Customer will not remove or obscure any markings of HCUS's ownership. The Customer hereby authorizes HCUS and/or its agent to create, sign, and execute on behalf of the Customer any and all UCC-1 forms or other similar documents and amendments as may be necessary to notify third parties of, or perfect, HCUS's interest in each of the Loaner Units.

5. The Customer will be responsible for installation of the Loaner Units at the Site and the Customer will be responsible for the space, electricity and other utilities necessary for installation of the Loaner Units pursuant to HCUS's technical specifications. Under no circumstances will the Customer remove, or cause to be removed, any of the Loaner Units from the Site without the prior written consent of HCUS.

6. The Customer will ensure that all patient data are removed from the Loaner Units prior to shipping them back to HCUS, and will comply with all applicable Laws regarding the privacy of such data, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as the same may be amended from time to time. In the event that any of the Loaner Units are not in the same operating order, repair, condition and appearance as when delivered to the Customer, ordinary wear and tear excepted, HCUS will invoice the Customer the value of the repairs and parts necessary to return each such Loaner Unit to the same operating order, repair, condition and appearance as when delivered to the Customer and the Customer will pay such invoice within thirty (30) days of receipt thereof; provided, however, that if in HCUS's discretion any of the Loaner Units is beyond repair, HCUS will invoice the Customer the replacement value of each such Loaner Unit and the Customer will pay such invoice within thirty (30) days of receipt thereof.

7. The Customer will not attempt to disassemble, decompile, reverse engineer or derive source code from all or any portion of the Loaner Units, and will not permit or encourage any third party to do the same, at any time.

8. The Loaner Units are not considered “Equipment” for purposes of this Agreement and therefore, the Loaner Units are not covered by the services under this Agreement unless the Loaner Units themselves are expressly listed on Schedule B hereto with its serial numbers and identified as Loaner Units.

9. HCUS IS PROVIDING THE LOANER UNITS ON AN “AS IS” BASIS AND WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY OF THE LOANER UNITS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY PROPRIETARY RIGHTS OF ANY THIRD PARTY.

10. Customer does not have any rights to any intellectual property and proprietary rights in or to any of the Loaner Units, and any improvements thereto or modifications thereof will be considered to be developed solely and independently by HCUS.

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	FUJIFILM Healthcare Americas Corporation	
(Include d.b.a., if applicable)		
Street Address:	81 Hartwell Avenue	**Website: https://healthcaresolutions-us.fujifilm.com**
City, State and Zip Code:	Lexington, MA 02421	**POC Name: Hidetoshi Izawa** **Email: hidetoshi.izawa@fujifilm.com**
Telephone No:	(800) 385-4666	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

DocuSigned by:
Taisuke.fujita
637B887E69414798B1B094F5DE04FB04

Signature — Taisuke Fujita — Print Name

Vice President — Jul 13th, 2023 — 7/13/2023

Title — Date

Signer Name: Taisuke.fujita
Signing Reason: I approve this document
Signing Time: 7/13/2023 | 2:27:45 PM CDT

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

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

Issue:	**Agreement with the Leona M. & Harry B. Helmsley Charitable Trust**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreement with the Leona M. & Harry B. Helmsley Charitable Trust for Grant Number 2311-06400; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name:
Fund Center: 3000999910 Funded Pgm/Grant:
Description: The Leona M. & Harry B. Helmsley Charitable Trust Grant #2311-06400
Bid/RFP/CBE: N/A
Term: 6/1/2023 – 5/31/2026
Amount: Grant award $1,190,949.00
Out Clause: Anytime w/ cause

BACKGROUND:

This request is to approve the Agreement with the Leona M. & Harry B. Helmsley Charitable Trust for Grant Number 2311-06400. The program supports UMC in the development of an Extracorporeal Life Support (ECLS) Program for patients of all ages. Optimal performance of this ECLS program will be achieved through training and education, including observerships, training resources, and virtual consultation capabilities with experienced ECLS centers. Through the work established by these, grant funds, adult and pediatric patients with acute cardiac and pulmonary failure in Southern Nevada will have greater access to critical Extracorporeal Membranous Oxygenation (ECMO) services without having to transfer out of state. The grant amount is $1,190,949.00 for the duration of 36 months from the period of June 1, 2023, through May 31, 2026.

UMC's Director of Critical Care Services has reviewed and recommends approval of this Agreement and acceptance of the grant award. This Agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
July 19, 2023

Agenda Item #

9

THE LEONA M. AND HARRY B.
HELMSLEY
CHARITABLE TRUST

helmsleytrust.org

230 Park Avenue, Suite 659
New York, NY 10169

May 22, 2023

Mr. Mason Van Houweling
CEO
University Medical Center of Southern Nevada
1800 W Charleston Blvd.
Las Vegas, Nevada 89102

RE: The Leona M. & Harry B. Helmsley Charitable Trust Grant #2311-06400

Dear Mr. Van Houweling:

On behalf of The Leona M. & Harry B. Helmsley Charitable Trust ("Helmsley"), we are pleased to inform you that a grant of $1,190,949 has been awarded to University Medical Center of Southern Nevada dba University Medical Center ("Grantee") to be payable as set forth below (the "Grant"). The Grant must be used solely for the purposes described in Grantee's Grant Scope of Work dated May 22, 2023 and entitled "Development of an Extracorporeal Life Support (ECLS) Program at University Medical Center of Southern Nevada" (the "Grant Scope of Work"), which was created based on the full proposal submitted by Grantee. This letter, together with the Grant Scope of Work attached hereto as Attachment A and the final approved budget dated May 22, 2023 attached hereto as Attachment B (the "Final Budget"), constitute the agreement between the Grantee and Helmsley with respect to the Grant (the "Agreement").

1. Grant Period

The Grant is for a period beginning June 01, 2023 and ending May 31, 2026 (the "Grant Period").

2. Grant Payments

(a) Grantee will be paid in three installments as follows:

Installment Number	Payment Amount	Required Document
One	$ 719,072	Executed Grant Agreement
Two	$ 387,094	Interim Report 1
Three	$ 84,783	Interim Report 2

(b) Grantee will receive each payment set forth above within two months of receipt by Helmsley of the corresponding contingency set forth above that is satisfactory to Helmsley and delivered in accordance with the schedule set forth in Section 3 of this Agreement, provided however, that the amount of the installments may be readjusted by Helmsley based on a failure by the Grantee either to make satisfactory progress towards the Grant activities as set forth in the Grant Scope of Work or spend substantially all of the prior installment. The Grantee may request that no such readjustment be made by providing to Helmsley well supported justification of the need for a subsequent installment payment.

3. Reporting

Grantee agrees:

(a) To submit interim grant reports, if applicable, in accordance with Helmsley's specifications and include a financial report of cumulative expenses incurred through the end of the reporting period, in accordance with the schedule in 3(c) below. Such reports must demonstrate to the reasonable satisfaction of Helmsley that all amounts granted by Helmsley in the installment covered by the report were used for the purposes for which such funds were granted and that Grantee has made satisfactory progress with respect to the Grant.

(b) To submit a final grant report after the end of the Grant Period no later than the due date for such final report set forth in Section 3(c) below, which should be to Helmsley's specifications and include a financial report of expenses incurred during the entire Grant Period. The final report should review the activities supported by the Grant and the successes and difficulties in achieving the purposes for which the funds were granted.

(c) All reports and requirements are due on or before the following date(s):

Due Date	Report Type	Reporting Period
As Soon as Practicable	Grant Agreement	N/A
July 01, 2024	Interim Report 1	June 01, 2023-May 31, 2024

July 01, 2025	Interim Report 2	June 01, 2024-May 31, 2025
July 01, 2026	Final Report	June 01, 2023-May 31, 2026

(d) To respond to and comply with Helmsley's requests for updated budgets, additional reports and/or other information about the Grant at any time during the Grant Period.

(e) Notwithstanding anything else in this Agreement, Grantee agrees to continue reporting to Helmsley with respect to outcomes and impact of the grant project for at least 24 months beyond the end of the Grant Period, or termination date of the Grant, and thereafter until Helmsley notifies the Grantee.

4. Grant Management: Use of Grant Funds

Grantee agrees:

(a) To use the Grant solely to support the specific activities described in the Grant Scope of Work and to satisfy benchmarks used to measure performance and progress towards the Grant outcomes. Grantee must provide Helmsley with timely written notice of any material changes proposed to be made in the scope or purpose of the Grant. All such proposed changes to the supported activities must be approved by Helmsley prior to implementation.

(b) To use Grant funds only for allowable costs as detailed in the Final Budget attached hereto as Attachment B or otherwise approved by Helmsley, and to maintain standard accounting records of all expenditures.

(c) To submit to Helmsley a written request and justification for any budget modification that involves any reallocation of spending with respect to any budget line item. Approval of such a request is at the sole discretion of Helmsley and must be received prior to implementation. All approved modifications will be reflected in a revised Final Budget which shall be attached hereto as Attachment B and shall replace the previously approved Final Budget.

(d) To maintain a separate accounting of the Grant funds.

(e) Not to assign this Grant, or subcontract the services funded by this Grant, except as currently specified in the Grant Scope of Work, without the express prior written consent of Helmsley.

(f) Not to pay, directly or indirectly, or enable or permit any other person or other entity to pay, a commission, finder's fee, bonus, salary increase, or any other type of benefit, monetary or otherwise, to any person or entity in connection with this Grant.

(g) Not to use any portion of this Grant for the purpose of (i) carrying on propaganda or otherwise attempting to influence legislation (within the

meaning of Section 4945(d)(1) of the United States Internal Revenue Code (the "Code")); (ii) influencing the outcome of any specific public election, or carrying on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code); (iii) making a "taxable expenditure" described in Section 4945(d)(3) of the Code; or (iv) without Helmsley's prior written approval, making a grant to any individual for travel, study, or other similar purposes, or to any organization.

(h) To repay to Helmsley any Grant funds not used for the purposes set forth in the Grant Scope of Work or otherwise approved by Helmsley, and to repay to Helmsley any Grant funds unexpended by the end of the Grant Period, such repayment to occur within thirty (30) days of the end of the Grant Period.

(i) If Grantee wishes to use the unexpended funds remaining at the end of the Grant Period to continue work on the program, Grantee may request, no less than four weeks before the expiration of the Grant Period, a no-cost extension of the Grant Period to expend remaining funds to complete the purposes of the Grant. Approval of such a request is at the sole discretion of Helmsley.

(j) Grantee will use capital equipment purchased with Helmsley funds for the purpose of the Grant for the equipment's useful life. Any changes in purpose or location of such equipment during the Grant Period may be made only with the written consent of Helmsley. Failure to obtain such consent will constitute a breach of this Agreement and cause for termination. In the event of such a breach, Grantee agrees to promptly return such equipment to Helmsley or transfer it to another entity designated by Helmsley.

5. Confidentiality

(a) Grantee agrees to protect the confidentiality of any confidential and proprietary information of Helmsley and of others, that Grantee receives in connection with this Grant, in the same manner that Grantee protects its own confidential and proprietary information, and in any case, with no less than reasonable care, and not to use such information for any purpose other than to further the purposes of the Grant.

(b) Helmsley agrees to protect the confidentiality of Grantee's confidential and proprietary information in the same manner that it protects its own confidential and proprietary information, and in any case, with no less than reasonable care, provided Helmsley may use such information to further the charitable, educational and scientific purposes of Helmsley.

(c) The obligation of either party to protect any such confidential and proprietary information will not attach to any information that is, at the time of disclosure or thereafter becomes known in the public domain through no action of such party; is independently developed by the recipient without reference to or use of the disclosed information; or that is provided in good faith by a third party owing no obligation of confidentiality regarding such information and on a non-confidential basis.

6. Compliance with Laws

Grantee agrees:

(a) To ensure that all potential recipients and participants of Grantee's programs and services have access to programs and receive equitable services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, or citizenship.

(b) To conduct all programs and activities funded by this Grant in full compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation, all laws and regulations relating to the privacy and confidentiality of patient health information including, without limitation, the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. parts 160 and 164 (the "HIPAA Privacy Regulations").

(c) Not to use any portion of the Grant to engage in, support or promote violence, terrorist activity or related training of any kind. Grantee agrees to include this provision in all subcontracts/subawards issued under this Grant Agreement.

(d) Not to use any funds received from Helmsley to proselytize directly or indirectly on behalf of any religious faith, doctrine or belief, or permit any such funds to be used in any manner that directly or indirectly advocates or espouses any religious faith, doctrine or belief.

7. Inspection of Records

Grantee agrees:

(a) To keep a record of all expenditures relating to the Grant, with appropriate supporting documentation, for at least four years following the year in which the Grant funds are fully expended or the termination of the Grant for any other reason.

(b) To allow Helmsley at its discretion, or an independent third-party evaluator selected by Helmsley, to examine all expenditures under this Grant in accordance with standard auditing practice. Helmsley will provide advance notice of any audit, to help ensure that any audit is conducted at a mutually agreeable time so as not to disrupt Grantee's operations.

8. Acknowledgment, Publicity, Publications, and Communications with the Media

(a) Grantee should confer with its Helmsley program contact regarding plans to announce the Grant, as well as forward-looking communications plans. Grantee's Helmsley program contact will consult internally about any such plans. Please refer to the "Communicating Your Work: How to Partner with Helmsley on Communications" document for further information on collaborating with Helmsley with regard to communications.

(b) The text of all press releases, public announcements, statements, campaign reports or materials to be issued by Grantee, that mention the Grant or Helmsley or use Helmsley's name or logo, are subject to advance written approval by Helmsley and must be coordinated with Grantee's designated Helmsley program and communications contacts. Grantee shall provide Helmsley with copies of any and all final press releases, public announcements, and/or publications related to the Grant. Grantee will have the right under this paragraph to list the grant in a publicly accessible database or related publications/reports which states Helmsley's name, the value of the grant, the Principal Investigator or Primary Grant Contact, the title, and the period of performance.

(c) Grantee shall inform Helmsley about, and refer to Helmsley as appropriate, any media inquiries about Helmsley or the Grant. Neither the Grantee nor its representatives shall speak on behalf of Helmsley without prior explicit instructions or approvals.

(d) Grantee shall provide Helmsley with the option, in Helmsley's sole discretion, to have any buildings, programs, chairs or fellowships created by the Grant officially named after The Leona M. and Harry B. Helmsley Charitable Trust. The Grantee agrees that such name shall be the sole name of the building, program, fellowship or chair in perpetuity. No other names shall appear in written materials or electronic media issued by the Grantee or Helmsley with respect to such buildings, programs, chairs or fellowships. Grantee agrees that "Development of an Extracorporeal Life Support (ECLS) Program" at University Medical Center of Southern Nevada will be named for Helmsley with exact acknowledgement subject to prior written approval by Helmsley

(e) Helmsley reserves the right, at any time and without providing any reason or explanation, to request, in writing, that Helmsley's name no longer be associated with a building, program, fellowship or chair funded by this Grant. The Grantee agrees that, within thirty (30) days of receiving such written request, the Grantee will remove or cause the removal of all references to Helmsley associated with such building, program, fellowship or chair.

9. Indemnification and Insurance

(a) Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Helmsley, its Trustees, officers, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, subcontractors or subgrantees, in obtaining or accepting the Grant from Helmsley, in expending or applying the proceeds of the Grant from Helmsley, or in carrying out the project or program to be funded or financed with Grant funds from Helmsley, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with the gross negligence of Helmsley, its Trustees, employees

or agents. Grantee agrees to include a substantially similar indemnification provision in all subgrants or subcontracts that are related to or in fulfillment of the purposes of the Grant.

(b) Grantee agrees to implement and maintain throughout the Grant Period comprehensive general liability insurance in amounts sufficient to provide coverage for any claims for personal injury, wrongful death and property damage that may reasonably arise out of the activities being funded by the Grant, with limits of liability of at least $2,000,000 combined for bodily injury and property damage, $1,000,000 for automobile liability, and $5,000,000 excess umbrella liability coverage. Such insurance shall be primary and non-contributory of any other valid and collectible insurance of Helmsley. Helmsley shall be an additional insured on all such insurance policies.

10. Tax-Exempt Status and Good Standing of Grantee

(a) Grantee represents and warrants (i) that it is an organization described in Section 501(c)(3) of the Code and is classified as a public charity either (a) within the meaning of either Section 509(a)(1) or Section 509(a)(2) of the Code or (b) within the meaning of Section 509(a)(3) of the Code, provided that Grantee has established to the satisfaction of Helmsley that Grantee is a Type I, Type II or functionally integrated Type III supporting organization and (ii) there is no issue presently pending before any office of the Internal Revenue Service that could result in any change to Grantee's status under said Sections of the Code. The Grantee shall have provided to Helmsley a copy of its Determination Letter from the Internal Revenue Service evidencing its tax classification. The Grantee agrees to notify Helmsley immediately in writing of any changes to its status as a public charity under Sections 501(c)(3) and 509(a) of the Code. Any such change shall constitute cause for termination by Helmsley in accordance with Section 11 below.

(b) Grantee represents and warrants that Grantee is either (i) a governmental unit and an organization described in Section 170(b)(1) of the Code or (ii) a not-for-profit corporation duly incorporated. Grantee further represents and warrants that it is validly existing and in good standing under the laws of the jurisdiction in which Grantee is organized.

11. Termination

If Helmsley terminates this Agreement for cause, Grantee shall immediately repay the full amount of Grant funds that are unspent as of the date of the termination. Helmsley shall have cause to terminate the Agreement if the purpose of the Grant has been fully completed; the Grantee becomes unable to carry out the purposes of the Grant; the Grantee uses the Grant funds for a purpose other than those set forth in this Agreement, unless Helmsley has consented in writing to such modification; the Grantee acts in a way that reflects poorly on Helmsley as reasonably determined by Helmsley; or the Grantee is in breach of any term of the Agreement.

12. Other Terms and Conditions

(a) Helmsley hereby reserves the right to enforce the terms of this Agreement through arbitration. Such arbitration shall be in accordance with the rules of the American Arbitration Association then in force and effect. In such case, the award rendered by the arbitrator shall be final and binding on the parties hereto and no dispute under the Agreement will be the subject of any court action or litigation in the court system except disputes relating to injunctions or other equitable relief.

(b) The Grantee may not assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Helmsley.

(c) This Agreement constitutes the entire understanding between Helmsley and Grantee with respect to the Grant and supersedes any prior oral or written understandings or agreements. This Agreement will be construed and enforced in accordance with the laws of the State of New York, without regard to New York's choice of law provisions. This Agreement may be modified only by a written instrument duly executed by both the Grantee and Helmsley.

(d) Grantee will consider the impact on the future of the grant project when discussing mergers, acquisitions, or partnerships with other hospitals or health systems, and will communicate any potential ownership and management changes promptly to Helmsley.

(e) The provisions of Sections 3(e), 4, 5, 7, 8, 9 and 12 shall survive termination or expiration of this Agreement indefinitely.

(f) The Grantee represents and warrants that it has full power and authority to execute and deliver this Agreement, and its representative signing below has full power and authority to execute this Agreement on its behalf and bind it to all the terms and conditions.

Please acknowledge acceptance of the terms of this Agreement by signing and returning this letter to Helmsley.

If you have questions regarding the conditions set forth in this Agreement, please contact Wayne Booze, Program Officer, at Helmsley. He is available to answer any questions you may have about grant and reporting requirements throughout the Grant Period and can be reached at (605) 361- 9848 or wbooze@helmsleytrust.org.

We are proud to be working with you, wish you great success with your supported activities, and look forward to learning more about your progress.

Sincerely,

DocuSigned by:
Walter Panzirer
336F990167EB455...

Walter Panzirer
Trustee

Agreed and Accepted by the following individual, certified to be a duly authorized individual with authority to bind and commit University Medical Center of Southern Nevada dba University Medical Center.

_____ _____

Authorized Signature Date

Mason Van Houweling

_____

Print Name & Title

CC: Margaret Covelli, Assistant Chief Nursing Officer

Please select your preferred method of payment for your next installment of grant funds (select one of the following options): ☐ACH ☐Wire Transfer ☐Check

If wire or ACH, please confirm the last 4 digits of the bank account to be used for payments.

☐

Note: if this account is not on file with Helmsley you will be asked to submit full account information once the executed agreement is received.

University Medical Center of Southern Nevada dba University Medical Center
Grant Reference Number: 2311-06400
Attachment A
Grant Scope of Work

THE LEONA M. AND HARRY B.
HELMSLEY
CHARITABLE TRUST

Grant Scope of Work

Date:	**May 22, 2023**
Organization Legal Name:	**University Medical Center of Southern Nevada**
Doing Business As:	**University Medical Center**
Tax Status:	**501(c)1**
City, State:	**Las Vegas, Nevada**
Title of Project:	**Development of an Extracorporeal Life Support (ECLS) Program at University Medical Center of Southern Nevada**
Recommended Amount:	**$1,190,949**
Grant Duration:	**36 months**
Grant Period:	**06/01/2023 - 05/31/2026**

PROPOSAL SUMMARY

- Goal: To develop an Extracorporeal Membranous Oxygenation (ECMO) program at University Medical Center of Southern Nevada to serve patients in Southern Nevada.
- Strategy: This grant will support UMC in establishing a multidisciplinary program to offer veno-venous and veno-arterial Extracorporeal Life Support (ECLS) for patients of all ages. Optimal performance of this ECLS program will be achieved through training and education, including observerships, training resources, and virtual consultation capabilities with experienced ECLS centers.
- Outcome: Adult and Pediatric patients with acute cardiac and pulmonary failure in Southern Nevada will have greater access to critical ECMO services without having to transfer out of state.

Grant Project

The Helmsley Rural Healthcare Program has been targeting multiple steps within the cardiac chain of survival for heart attack and cardiac arrest patients. The most advanced care required for patients suffering cardiac arrest, cardiac failure, and pulmonary failure is the use of Extracorporeal Life Support (ECLS) services through the use of extracorporeal membranous oxygenation (ECMO) equipment. The COVID-19 pandemic saw extreme taxation on healthcare systems with patients in need of ECLS far outstripping the health systems' ability to provide care. Unfortunately, despite decreasing numbers of overall COVID-19 patients, demand for ECLS services has been steadily increasing.

Within the University Medical Center of Southern Nevada (UMC) there is a need for implementation of ECLS services to treat patients with severe reversible pulmonary and heart failure. Currently this program does not exist at UMC, where patients must be transferred to another facility in the city or out of state for this treatment. Some patients who are too unstable for transport may die before ECLS can be established. This is a much-needed service line because it offers the only treatment for patients with severe, acute failure of the heart, lungs, or both. This serves as a treatment for patients with reversible disease processes or can serve as a bridge to transplantation for patients who are candidates. As UMC increases its transplant services in future years, it will also serve as a bridge to transplantation of heart or lungs, and will also serve as a mode of resuscitation following cardiac arrest.

UMC seeks grant funding to help accelerate and bolster the creation of its ECLS services, which will be provided through a multidisciplinary approach among Critical Care Medicine, Surgery, Cardiology, Cardiothoracic Surgery, and Pediatric Critical Care along with ancillary support services. UMC has contracted with Comprehensive Care Services, an established perfusion and ECLS services and education provider throughout the United States to support the establishment of a high-quality service line.

This project will support the infrastructure and personnel needed to ensure success of the ECLS program at UMC. Grant funding will be used to: fund physicians, nurses, and ancillary staff to travel to active ECLS centers for experience in managing ECLS patients; purchase training equipment to maximize training opportunities for all practitioners treating ECLS patients; fund outside consultation services for 24/7 advice and support during the implementation phase of the ECLS program; education for providers to maximize learning opportunities; secure equipment for program expansion; and obtain ELSO Adult ECMO Practitioner Certification (E-AEC) for core ECLS providers. UMC will explore observerships with leading ECLS programs in the United States, including the mobile ECMO program at Fairview Health Services provided in concert with the University of Minnesota Mobile Resuscitation Consortium.

Grant support will allow UMC to accelerate creation and expansion of ECLS services at its facility, affording the program the ability to learn from others who have successfully implemented similar programs and ensure the highest-quality of care can be delivered to patients.

University Medical Center of Southern Nevada dba University Medical Center
Grant Reference Number: 2311-06400
Attachment B
Final Budget
May 22, 2023

	Period 1	Period 2	Period 3	
	6/1/2023 - 5/31/2024	6/1/2024 - 5/31/2025	6/1/2025 - 5/31/2026	
	Grant	Grant	Grant	Total Grant
Personnel	$75,000	$0	$0	$75,000
Supplies/Materials	$35,265	$16,250	$16,250	$67,765
Training	$37,100	$50,700	$50,700	$138,500
Travel	$10,125	$10,125	$10,125	$30,375
Equipment	$543,833	$302,311	$0	$846,144
Subcontracts	$0	$0	$0	$0
Construction	$0	$0	$0	$0
Other	$0	$0	$0	$0
Indirect Costs	$17,749	$7,708	$7,708	$33,165
TOTAL	**$719,072**	**$387,094**	**$84,783**	**$1,190,949**

DocuSign

Certificate Of Completion

Envelope Id: D85446260C5A473786B39F2B5DADF214
Status: Sent
Subject: Helmsley Grant Agreement Review Request for University Medical Center of Southern Nevada
2. If Yes, What is DCA Type and Percentage?:
1. Is this Document DCA?:
Source Envelope:
Document Pages: 13
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Grants
AutoNav: Enabled
230 Park Avenue
EnvelopeId Stamping: Enabled
Suite 659
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
New York, NY 10169
grants@helmsleytrust.org
IP Address: 54.88.38.169

Record Tracking

Status: Original
5/30/2023 3:23:11 PM
Holder: Grants
grants@helmsleytrust.org
Location: DocuSign

Signer Events	Signature	Timestamp
Walter Panzirer wpanzirer@helmsleytrust.org Trustee Security Level: Email, Account Authentication (None)	DocuSigned by: Walter Panzirer 336F990167EB455... Signature Adoption: Pre-selected Style Using IP Address: 70.173.146.151 Signed using mobile	Sent: 5/30/2023 3:26:09 PM Viewed: 5/30/2023 10:35:50 PM Signed: 5/30/2023 10:36:11 PM
Electronic Record and Signature Disclosure: Accepted: 5/30/2023 10:35:50 PM ID: 9a827147-b724-4b82-aedc-04753eda60cd		
Mason Van Houweling Hollie.Thornton@umcsn.com Security Level: Email, Account Authentication (None)		Sent: 5/30/2023 10:36:12 PM Resent: 6/7/2023 12:15:38 PM Viewed: 6/28/2023 1:56:31 PM
Electronic Record and Signature Disclosure: Accepted: 6/28/2023 1:56:31 PM ID: 065a9c2e-cdbb-4bc2-8a61-d574eddb07e9		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
margaret.covelli@umcsn.com margaret.covelli@umcsn.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/7/2023 12:15:35 PM Viewed: 6/13/2023 6:23:11 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
wbooze@helmsleytrust.org wbooze@helmsleytrust.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/7/2023 12:15:37 PM Viewed: 6/12/2023 9:40:25 AM
mdejesus@helmsleytrust.org mdejesus@helmsleytrust.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/30/2023 3:26:09 PM
Envelope Updated	Security Checked	6/7/2023 12:15:34 PM
Envelope Updated	Security Checked	6/7/2023 12:15:34 PM
Envelope Updated	Security Checked	6/7/2023 12:15:34 PM
Envelope Updated	Security Checked	6/7/2023 12:15:34 PM
Certified Delivered	Security Checked	6/28/2023 1:56:31 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Leona M and Harry B Helmsley Charitable Trust (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Leona M and Harry B Helmsley Charitable Trust:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ceadie@helmsleytrust.org

To advise The Leona M and Harry B Helmsley Charitable Trust of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ceadie@helmsleytrust.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from The Leona M and Harry B Helmsley Charitable Trust

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ceadie@helmsleytrust.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Leona M and Harry B Helmsley Charitable Trust

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to ceadie@helmsleytrust.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Leona M and Harry B Helmsley Charitable Trust as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Leona M and Harry B Helmsley Charitable Trust during the course of your relationship with The Leona M and Harry B Helmsley Charitable Trust.

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

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

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Equipment Agreement with AtriCure, LLC for equipment and disposables; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000
Fund Center: 3000702100
Description: Hybrid AF Therapy Ablation
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
Term: 2 years from Effective Date
Amount: Estimated $1,200,000.00
Out Clause: 30 days w/o cause

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

BACKGROUND:

This request is to enter into a new Equipment Agreement ("Agreement") with AtriCure, LLC ("AtriCure") for for Hybrid AF Therapy Ablation. AtriCure will provide UMC with the medical devices/equipment and disposables necessary for the safe and effective use of Hybrid AF Therapy-Advanced Atrial Fibrillation Ablation Treatment. UMC will compensate ArtiCure an estimated amount of $1,200,000.00 for the period of two (2) years from the Effective Date through July 31, 2025. Either party may terminate this Agreement without cause with a 30-day written notice to the other.

This Agreement is being entered into pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Cleared for Agenda
July 19, 2023

Agenda Item #
10

AtriCure

7555 Innovation Way
Mason, OH 45040

Toll-Free Sales Support: 866-349-2342
Sales Support Fax: 513-755-4567

This Equipment Agreement ("Agreement"), is effective as of the date last signed by the parties below ("Effective Date") and is between AtriCure, LLC, a Delaware limited liability company located at 7555 Innovation Way, Mason, OH 45040 ("AtriCure"), and University Medical Center of Southern Nevada, a public owned and operated hospital created by virtue of chapter 450 of the Nevada Revised Statutes with offices at 1800 W. Charleston Blvd., Las Vegas, NV. 89102 ("Buyer", and together with AtriCure, the "Parties", and each, a "Party"). The term of this Agreement begins on the Effective Date and remains in effect until July 31, 2025, unless terminated or extended as provided in this Agreement ("Term").

In consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **ACCEPTANCE:** THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTES ALL OF THE TERMS OF THIS AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND ATRICURE. ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT OR EMPLOYEE OF ATRICURE THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO EFFECT. Buyer accepts the terms hereof by acknowledging or confirming this agreement. Any additional contradictory or different terms contained in any initial or subsequent order or communication from Buyer or AtriCure pertaining to the goods described on Exhibit B attached hereto are hereby objected to and shall be of no effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to the approval by AtriCure at its offices in Mason, Ohio. No waiver or alteration of terms herein shall be binding unless in writing, signed by an executive officer of AtriCure and Buyer.

2. **EQUIPMENT**: AtriCure shall provide the reusable medical devices/equipment listed on **Exhibit A** attached to this Agreement ("**Equipment**") for Buyer's use in accordance with the terms and conditions set forth in this Agreement. Equipment provided for Buyer's use under this Agreement is intended to meet the anticipated needs of Buyer in serving its patients. The annual assessed value of the use of the Equipment and services provided under this Agreement is shown on **Exhibit A**. Buyer will promptly advise AtriCure of any material change in its anticipated needs for the Equipment. The Parties agree that the Purchasing Agreement entered into between AtriCure and HealthTrust Purchasing Group, L.P. dated April 1, 2018 (HPG-6980, the "Purchasing Agreement") set forth the complete understanding of the parties regarding the Equipment which terms are incorporated herein. In the event of a conflict between the terms of the Purchasing Agreement and the terms of this Agreement, the terms of the Purchasing Agreement shall control. In the event the Purchasing Agreement is terminated, this Agreement shall terminate.

AtriCure will provide the Equipment that is necessary for the safe and effective use of AtriCure Products to Buyer at no charge. The Equipment will be kept and used only at Buyer's address as it appears in the signature block of this agreement. Buyer will provide a no charge purchase order for the Equipment prior to shipment by AtriCure. The Buyer agrees that the loan of the Equipment have no bearing on the price of AtriCure disposable or single-use devices, and the loan of the Equipment is not subject to any minimum purchase requirements.

3. **RELATED DISPOSABLES**: The Equipment is being provided solely for use in connection with the respective AtriCure products manufactured and sold by AtriCure with which they are associated (as more fully described in

Exhibit B, "**Related Disposables**"). Related Disposables are also "Products" under the Purchasing Agreement. Buyer shall purchase Related Disposables from AtriCure pursuant to the terms of the Purchase Agreement.

4. **DISCOUNT**: Buyer will not be invoiced a rental or other charge for use of the Equipment. The assessed value of the annual use of the Equipment and the provision of service constitutes a "discount or other reduction in price" under 42 U.S.C. §1320a-7b(b)(3)(A) and under 42 C.F.R. §1001.954(h). Following each contract year, or upon Buyer's request, AtriCure shall provide a reconciliation statement to Buyer documenting the discount or other reduction in price provided and its application to the purchase prices of Related Disposables purchased during the contract year, with the allocation of the additional discount or other reduction in price representing the assessed value of Buyer's Equipment usage. AtriCure shall be required to provide such reconciliation statement no more than twice a year, absent extenuating circumstances or discrepancies. Buyer acknowledges that a full description of the discount is set forth in this Agreement and will not be reported in each invoice. All transactions with AtriCure in connection with this Agreement are made in good faith on the basis of arms-length negotiation. The parties shall comply with all applicable laws in connection with this Agreement and the use of the Equipment, including, without limitation, the provisions of the federal anti-kickback statute, 42 U.S.C. 1320a-7b(b), and all applicable related regulations. AtriCure's invoices and reconciliation statements will provide sufficient information to support Buyer's calculation and report of its net costs. Further, upon request, AtriCure will provide all additional necessary information to Buyer regarding the Equipment and this Agreement. Vendor will refrain from doing anything that would impede Buyer from meeting its obligations to report any such discount.

5. **DELIVERY DATE**: All estimates of delivery time are approximate, and failure to effect shipment of an accepted order by such estimated delivery date will not be considered sufficient cause for cancellation.

6. **TRANSPORTATION AND DELIVERY**:

For Capital Equipment. Shipping cost of equipment orders requested by Buyer shall be covered by AtriCure.

7. **PAYMENT:** Payment for Related Disposables purchased hereunder shall be net forty five (45) days after the date of invoice. In the event of installment deliveries, AtriCure shall be relieved from making any further shipments if Buyer fails to make payment for any installment when due. If Buyer defaults in any payment, AtriCure may ship subsequent deliveries with sight draft attached to the Bill of Lading. AtriCure specifically does not waive any lien rights. All payments shall be made in U.S. currency unless otherwise agreed to by AtriCure in writing. Credit card payments shall not be accepted.

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

9. **TERMINATION:** Either Party may terminate this Agreement in whole or in part, at any time without cause or reason and without penalty or recourse by the other Party; by providing not less than thirty (30) days advance written notice to the other Party at their address listed on the first page of this Agreement. In addition, either Party may terminate this Agreement upon the occurrence of any of the following events: (a) loss or suspension of any license of the other Party required for the provision of goods pursuant to this Agreement or the imposition of any sanction against the other under federal or state fraud and abuse laws and regulations or any other federal or state laws or regulations

relating to such Party's participation in the Medicare or Medicaid programs; (b) appointment of a receiver for the other Party's assets, an assignment by the other Party for the benefit of its creditors or any relief taken or suffered by the other Party under any bankruptcy or insolvency act; (c) any jeopardy to the health or safety of patients caused by the products; or (d) in the event of a breach of, or non-compliance with any covenant, material term or condition of this Agreement by a Party after the non-breaching Party has provided written notice of such breach or non-compliance and the same remains uncured for thirty (30) days after the non-breaching Party has provided written notice to the breaching Party.

10. **TAXES:** The price for the goods purchased is net of sales, use, excise or similar taxes, whether federal, state, or local. The amount of any such taxes applicable to the goods shall be paid by Buyer unless Buyer provides AtriCure with a valid exemption certificate acceptable to AtriCure and the appropriate taxing authority.

11. **GENERAL CONDITIONS:**

(a) No agent, sales representative or other party is authorized to bind AtriCure by an agreement, warranty, statement, promise or understanding not herein expressed.

(b) Any clerical errors are subject to correction.

(c) AtriCure will not accept the return of any goods without its prior written consent or unless a Returned Goods Authorization (RGA) Number is issued by AtriCure. AtriCure shall not be required to accept the return of any sterile, outdated or discontinued goods. All returned goods are subject to a minimum 30% restocking fee, except shipments made by AtriCure in error, in which case no restocking fee will be charged.

12. **LIMITED WARRANTY; LIMITATION OF LIABILITY:** With respect to all disposable or single use products to be delivered hereunder, AtriCure warrants only that such products will be free from defects in workmanship and material, and shall operate in substantial conformity with the documentation, provided that the user of the goods complies with all indications, warnings, cautions and directions contained in such documentation. The foregoing warranties shall expire 60 days from the date of delivery of such disposable or single use products to Buyer. If any capital equipment is delivered hereunder, it may be subject to a separate warranty which will be attached to hereto.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY OR OBLIGATION OF ATRICURE. ATRICURE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ATRICURE.

AtriCure has the option of either replacing defective goods or crediting Buyer for the purchase price for such goods. In no event shall AtriCure be responsible for incidental, consequential, special, or punitive damages from any defect in the goods or breach of warranty including, but not limited to, Buyer's, user's or any other person's loss of material or profits, increased expense of operation, downtime or reconstruction of work, or damages arising out of any products liability claim and, in no event shall AtriCure's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) exceed the contract price paid for the goods delivered by AtriCure. These remedies are the exclusive and sole remedies for any breach of warranty. All claims for clerical error or shortage must be made within thirty (30) days of delivery of the goods to Buyer. AtriCure shall be given a reasonable and prompt opportunity to investigate any goods concerning which a claim is made.

13. **CAPITAL EQUIPMENT**: With respect to any goods which are capital equipment designed and intended to be used solely in conjunction with AtriCure approved disposables, AtriCure warrants such goods only so long as the goods are utilized exclusively with AtriCure approved disposables. Any and all warranties provided for in Section 8 of these Terms and Conditions shall immediately cease with respect to capital equipment used with any disposable not approved by AtriCure. Buyer agrees that it shall not use such capital equipment with any disposable not approved by AtriCure. Buyer shall be responsible for any and all liability resulting from its use of such capital equipment with any disposable not approved by AtriCure, including, but not limited to, liability for personal injury or death, property damage or infringement of any patent, trademark or copyright.

Buyer agrees to keep and use the Equipment only at the Site, and to provide reasonable care of the Equipment per the relevant provisions of the Equipment's Operations Manual during the term of this Agreement. By receiving the Equipment, Buyer acknowledges and accepts that the Equipment remains the property of AtriCure, and that Buyer shall acquire no right, title or interest in the Equipment under this Agreement. Buyer agrees not to remove any aspect of the Equipment from the Site without receiving the prior consent of AtriCure. Upon termination of this Agreement, AtriCure shall remove the Equipment from the Site at such time as mutually agreed by the parties.

Buyer also agrees to allow AtriCure periodic access to all capital equipment so that AtriCure is able to (i) service or upgrade such capital equipment and (ii) extract from such capital equipment usage data (which shall not contain any individually identifiable patient health information).

14. **ENTIRE AGREEMENT; MODIFICATION**: This contract constitutes the entire agreement between Buyer and AtriCure and there are no understandings or representations of any kind except as herein expressly set forth. Any alterations or modifications thereof shall be by mutual agreement of the parties and shall not be binding on AtriCure or Buyer unless made in writing and agreed to by a duly authorized official of AtriCure and Buyer. No claim or right arising out of breach of this contract can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is in writing.

15. **FORCE MAJEURE**: Neither party shall be liable for any loss, damage, delay, changes in shipment, schedules or failure to deliver or failure to grant access to premises, whether arising in tort, contract or warranty, caused solely by accident, fires, strikes, riots, civil commotion, terrorism, embargoes, failure of carriers, inability to obtain transportation facilities, foreign or local governmental requirements, acts of God, prior orders from customers or limitations on AtriCure's or its suppliers' production or any other causes of contingency beyond a party's control (a "Force Majeure Event"). In such event, neither party shall be liable for any consequential, incidental or special damages. In the event that a Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall: (a) immediately notify the other Party in writing of such Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than sixty (60) days following notice by such Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such Party.

16. **CONFIDENTIALITY:** During the Term and surviving its expiration or termination, both Parties will regard and preserve as confidential and not disclose publicly or to any third party (other than their respective Affiliates) the Confidential Information of the other Party, its Affiliates or any Purchaser. Subject to Section 11.2 (Permitted Uses of Confidential Information), each Party agrees to use the Confidential Information of the other Party, its Affiliates or any Purchaser solely for purposes of performing its obligations under this Agreement.All Confidential Information shall remain the property of the Disclosing Party.

17. **PUBLIC RECORDS**: AtriCure acknowledges that Buyer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Buyer receives a demand for the disclosure of any information related to the Agreement which AtriCure has claimed to be confidential and proprietary, Buyer will immediately notify AtriCure of such demand and AtriCure shall immediately notify Buyer of its intention to seek injunctive relief in a Nevada court for protective order.Buyer shall disclose only that portion of the Confidential Information that its counsel advises is specifically mandated by applicable law.

18. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Unions, and the jurisdictions in which AtriCure and Buyer are established or from which items may be supplied, will apply to its receipt and use of goods and services. In no event shall Buyer use, transfer, release, import, export or re-export goods or products in violation of such applicable laws, regulations, orders or requirements.

The terms and conditions executed in the Purchasing Agreement (*Agreement Number: HPG-6980*) shall supersede any and all contemporaneous written or oral documents or agreements, including this Instant Agreement.

The parties have executed this Agreement as of the first date set forth below.

ATRICURE, LLC	**BUYER**
By: _____	By: _____
Printed Name: _____	Printed Name: Mason Van Houweling
Title: _____	Title: CEO
Date: _____	Date: _____

EXHIBIT A

AtriCure's Capital Equipment

1. AtriCure's ASU2 refers to its Ablation and Sensing Unit, including a Foot Switch Grounded Electrical Cord and Operators Manual (collectively. The "ASU2"). Valued at $7,000 (based on the assessed equipment costs to AtriCure).
2. AtriCure's ASB3 refers to its switch box. Valued at $4,500 (based on the assessed equipment costs to AtriCure).
3. AtriCure's AtriCure Cryosurgical System (ACC2). Valued at $10,000 (based on the assessed equipment costs to AtriCure).
4. AtriCure's CRYO ICEbox refers to its CRYO Surgical (115V) Product code: ACM. Valued at $6,500 (based on the assessed equipment costs to AtriCure).
5. AtriCure's ESU refers to its COBRA Electrosurgical Unit (ESU) (115V). Valued at $11,000 (based on the assessed equipment costs to AtriCure).
6. AtriCure's Medela Pump refers to its Medela Pump Basic 30 (115V). Valued at $3,000 (based on the assessed equipment costs to AtriCure).
7. AtriCure's System Cart refers to its ASCB. Valued at $3,000 (based on the assessed equipment cost to AtriCure).
8. AtriCure's Simple Cart refers to its ASCS. Valued at $3,000 (based on the assessed equipment cost to AtriCure).
9. AtriCure's Dual Chamber External Pulse Generator refers to its PACE 203H Oscor. Valued at $6,000 (based on the assessed equipment cost to AtriCure).
10. AtriCure's Fusion Cart refers to its ASCF. Valued at $1500 (based on the assessed equipment cost to AtriCure).
11. AtriCure's OR Lab refers to its OR Lab Cardiac Mapping Unit. Valued at $25,000 (based on the assessed equipment cost to AtriCure).
12. AtriCure's RF Generator Kit. Valued at $12,000 (based on the assessed equipment cost to AtriCure).
13. AtriCure's RF External Graphic Display PC kit. Valued at $900 (based on the assessed equipment cost to AtriCure).

EXHIBIT B
Products covered under HPG-6980

Order Code	Name and Description	Quantity
OLL2	Isolator Long™ Synergy™ Clamp	1 ea
OSL2	Isolator® Synergy™ Clamp, Standard Jaw	1 ea
EMR2	Isolator® Synergy™ Clamp, Right	1 ea
EML2	Isolator® Synergy™ Clamp, Left	1 ea
EMT1	Isolator® Synergy™ Access® Clamp	1 ea
OLH	Isolator® Synergy™ EnCompass, Long	1 ea
OSH	Isolator® Synergy™ EnCompass, Standard	1 ea
GPM100	Glidepath™ Magnetic Guide, EnCompass	1 ea
CDP-4300-1	EPi-Sense® Guided Device Pack, 3 cm (no Cannula)	1 ea
CDP-4330-1	EPi-Sense® Guided 6130 Device, 3 cm	1 ea
CDP-4330	EPi-Sense® Guided 6130 Device 3-Pack, 3 cm	1 ea
CDP-4340-1	EPi-Sense® Guided 6140 Device Pack, 3 cm	1 ea
CSK-6131	Cannula with Guide Kit, 30cm	1 ea
CSK-6130	Subtle® Cannula with Guide Kit, 30cm	1 ea
CSK-6140	Subtle® Cannula with Guide Kit, 40cm	1 ea
MAX1	Isolator® Transpolar Pen, 7 mm electrodes	1 ea
MAX5	Isolator® Transpolar Long Pen TT, 7 mm electrodes	1 ea
MLP1	Isolator® Linear Pen, 20mm electrodes	1 ea
MCR1	Coolrail® Linear pen, 30mm electrodes	1 ea
GPD1	Glidepath™ Dissector,18 cm	1 ea
MID1	Lumitip™ Dissector 27 cm	1 ea
GPT100	Glidepath™ Tape, for use with EMR2 or EML2	1 ea
GPT200	Glidepath™ Tape, for use with EMT1	1 ea
GPT300	Glidepath™ Tape, for use with OLL2 or OSL2	1 ea
CRYO2	cryoICE® Cryoablation and Cryoanalgesia Probe, 10 cm malleable	1 ea
CRYO3	cryoICE® Cryoablation Probe, 10 cm malleable	1 ea
CRYOF	cryoFORM® Cryoablation Probe, 10 cm corrugated	1 ea
CRYOS	cryoICE cryoSPHERE Probe 11in, CRYOS	1 ea
CRYOS-L	cryoICE cryoSPHERE Probe 18in, CRYOS-L	1 ea

Sales Support Hours: Monday – Friday, 8:30 a.m. to 6:00 p.m. EST
Orders received after 6 p.m. EST will be shipped the next business day.

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

Issue:	**Master Agreement for Energy Management Services with Kinect Energy, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Master Agreement for Energy Management Services with Kinect Energy, Inc.; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 300084800
Funded Pgm/Grant: N/A
Description: Natural Gas Supply
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 8/1/2023 to 7/31/2024
Amount: Estimated $526,832.92
Out Clause: 90 days w/o cause

BACKGROUND:

Since June 2012, UMC has an Agreement with U.S. Energy Services Inc., n/k/a Kinect Energy, Inc. ("Kinect") to provide advisory, consulting, and procurement services to obtain natural gas directly from the source eliminating additional surcharges from distributers.

This request is to enter into a new Master Agreement for Energy Management Services ("Agreement") with Kinect to continue to supply UMC with natural gas and assist in obtaining the lowest possible rates in the natural gas market. UMC will compensate Kinect an estimated amount of $526,832.92, which includes annual travel and expenses of not more than $1,000.00 for one (1) year from August 1, 2023 through July 31, 2024. Either party may terminate these Agreements without cause with a 90-day written notice to the other.

UMC's Plant Operations Director has reviewed and recommends approval of the Agreement. The Agreement has been approved as to form by UMC's Office of General Counsel.

Kinect currently holds a Clark County business license.

Cleared for Agenda
July 19, 2023

Agenda Item #
11

MASTER AGREEMENT FOR ENERGY MANAGEMENT SERVICES

This Master Agreement for Energy Management Services ("**Master Agreement**") is entered into on the 1st day of August 2023 (the "**Effective Date**") between:

Kinect Energy, Inc. A Florida corporation Notice address: 11100 Wayzata Blvd, Suite 200 Minnetonka, MN 55305 Attn: Legal Email: kinectlegal@wfscorp.com Phone: 763-543-4600 (hereinafter referred to as "**Kinect Energy, Inc.**")	**AND**	**University Medical Center of Southern Nevada** A publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes Attn: Chief Executive Officer Attn: Legal Department Email: Mason.VanHouwelling@umcsn.com Phone:072-383-2000 Notices Adress:1800W Charleston Blvd, Las Vegas, NV 89102, (hereinafter referred to as the "**UMC**")

Kinect Energy, Inc. and UMC are referred to individually as a "Party" or, jointly, the "Parties."

The Parties, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, agree as follows:

1. **MASTER AGREEMENT.** This Master Agreement governs every energy management service agreement ("Service Agreement") entered into between the Parties and/or any of its Affiliates. "Affiliate" is a person, entity, association, co-partnership, partnership, corporation, trust or other business entity, however organized, which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Kinect Energy, Inc. or UMC, respectively.
2. **AUTHORIZATION.** Where applicable and requested by Kinect Energy, Inc., UMC shall provide Kinect Energy, Inc. with necessary and proper authorization to act on UMC's behalf with respect to the Services, as well as any information required by Kinect Energy, Inc. to enable Kinect Energy, Inc. to provide the Services.
3. **COMPENSATION.** The compensation owed for the Services is set out on each Service Agreement, summarized on Exhibit A.
4. **INVOICING AND PAYMENT.** Kinect Energy, Inc. will invoice UMC for all compensation, including reimbursable expenses, due. UMC shall remit payment to Kinect Energy, Inc. by the due date as set forth on the invoice. All payments shall be made by UMC to Kinect Energy, Inc. free and clear in immediately available funds by wire transfer to the banking account designated by Kinect Energy, Inc. or by any other method specified in writing by Kinect Energy, Inc. to UMC.
5. **TAXES.** All prices are quoted in U.S. dollars and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax sales tax, use tax, or any other tax, license fees, inspection fees, BTU, heating value, carbon, green house reduction or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or manufacture, transportation sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve UMC from liability therefore. UMC will present prior to the provision of Services or sale of any commodity to Kinect Energy, Inc. any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format Kinect Energy, Inc. shall require to satisfy Kinect Energy, Inc. 's concerns in connection with any duty, tax, assessment, fee, and/or other charge. UMC's failure to provide Kinect Energy, Inc. with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of UMC. To the extent expressly authorized by Nevada law, UMC shall indemnify and hold Kinect Energy, Inc. harmless for any damages, claims, liability, or expense Kinect Energy, Inc. may incur due to UMC's failure to comply with this requirement. Furthermore, UMC agrees to cooperate and execute any document reasonably requested by Kinect Energy, Inc. to the extent necessary to further the intent of this Section or to recover any amounts improperly paid to any governmental authority or other agency. Kinect Energy, Inc. is not a tax expert and UMC acknowledges that Services is not responsible for (i) securing tax exemptions for UMC, or (ii) any errors made by third parties in the assessment of Taxes. Additionally, Kinect Energy, Inc. cannot and does not provide legal advice or legal services related to Taxes or other matters.
6. **SERVICE AGREEMENT TERM.** The term of a Service Agreement is set out on each Service Agreement and/or

summarized on Exhibit A.

7. **TERMINATION FOR BREACH OF CONTRACT.** In the event of an uncured material breach of the Agreement by either party, the non-breaching party may terminate the Agreement by sending the breaching party written notice of the nature of such breach and by providing the breaching party an opportunity to cure such breach within thirty (30) days. Non-payment of fees shall be considered a material breach. If the material breach is not cured within thirty (30) days of written notification, the Agreement will be automatically terminated to the extent the breach affects a Service Agreement, the non-breaching party shall have the right to terminate that Service Agreement. Each party shall be entitled to pursue, in connection with any breach, such remedies as are provided by law or equity in connection with such breach. Sections 9, 10,12 13, and 19 shall survive and remain in effect after any termination hereof. If Kinect Energy, Inc. and UMC establish a physical or financial transaction on behalf of UMC that extends beyond the term of this Agreement, the Agreement will extend for the duration of the transaction. Either party may terminate this Agreement without cause upon 90-day written notice to the other party, provided that the actual termination date of the Agreement will not be sooner than the end of any transaction that was initiated prior to the date of the termination notice.
8. **REPRESENTATIONS AND WARRANTIES.** On the Effective Date and on the date of each Service Agreement:
    a. Each Party represents and warrants, with respect to itself, that (i) the execution, delivery and performance of this Master Agreement and each Service Agreement have been duly authorized by all necessary corporate action, constitutional documents and all applicable laws, and that such execution, delivery and performance do not violate or conflict with any applicable law, constitutional documents or any order, rule or judgment of any court or other agency, exchange or regulatory body, and (ii) this Master Agreement and each Service Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms;
    b. UMC represents and warrants that (i) Kinect Energy, Inc. is not, unless set forth to the contrary in a Service Agreement, acting as a fiduciary or financial, investment or commodity trading advisor for it, and (ii) in connection with the negotiation and execution of this Master Agreement and the entering into of each Service Agreement, (1) it is acting as a principal only (and not as an agent or in any other capacity, fiduciary or otherwise), (2) it is not relying upon any advice or representations (whether written or oral) of Kinect Energy, Inc. other than the representations expressly set out in this Master Agreement or the applicable Service Agreement, (3) it has made and will make its own decisions regarding the entering into this Master Agreement and each Service Agreement based upon its own judgment and upon the advice from such professional advisors as it deemed, or will deem, necessary to consult, (4) all of its decisions regarding this Master Agreement and each Service Agreement have been the result of arm's-length negotiations between the Parties, and (5) it has a full understanding of all the terms, conditions and risks of this Master Agreement and each Service Agreement and it is capable of assuming and willing to assume those risks; and
    c. Kinect Energy, Inc. represents and warrants that it will perform the Services in a competent and workmanlike manner in accordance with the level of skill, care and diligence customarily observed by a professional Kinect Energy, Inc. rendering similar services.
9. **INDEMNITY AND LIABILITY.**
    a. To the extent it is expressly authorized by Nevada law, UMC shall indemnify, defend and hold harmless Kinect Energy, Inc. and its officers, directors, employees, owners and successors from and against all third party claims, costs, charges, penalties and overcharges (collectively, “Losses”) arising directly out of or related to this Master Agreement and each Service Agreement, except to the extent the same are caused directly and solely by Kinect Energy, Inc.’s gross negligence or willful misconduct.
    b. THE LIABILITY OF KINECT ENERGY, INC. FOR ANY AND ALL CLAIMS, COUNTERCLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, DISPUTES, OR CONTROVERSIES OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY KINECT ENERGY, INC. UNDER THE MASTER AGREEMENT OR APPLICABLE SERVICE AGREEMENT (WHICHEVER IS THE CASE) IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NOTWITHSTANDING ANY OTHER PROVISION OF THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGE OR LOSS ARISING OR RELATED TO THIS MASTER AGREEMENT OR ANY SERVICE AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO REPUTATION, LOST OPPORTUNITIES OR LOST PROFITS.
    c. Nothing in this Master Agreement or any Service Agreement limits or excludes the liability of either Party for death or personal injury resulting from negligence of such Party;
10. **NOTICES.** Any formal notice, request, or demand which a Party may desire to give to the other respecting this Agreement shall be in writing and shall be deemed to have been duly given upon receipt if delivered in person or by overnight courier, or upon the expiration of seven (7) days after the day of posting if mailed by registered or certified mail postage prepaid, to the Parties. Notices may also be given in any other manner permitted by law, effective upon actual receipt. Any Party may change the address to which notices, requests, demands, or other

communications to such Party shall be delivered or mailed by giving notice thereof to the other Party in the manner provided herein.

11. **RISKS.**
    a. All trades are done on behalf of and at the risk of UMC.
    b. If UMC does not fulfil its obligations under this Agreement or towards Kinect Energy, Inc. to provide any required collateral, Kinect Energy, Inc. shall be entitled, in its absolute discretion, to take such action as it deems fit in order to reduce the Parties' risk of loss, which may include but shall not be limited to, discontinuing all Price Hedging with immediate effect.
    c. Kinect Energy, Inc. shall provide advice, brokerage, risk management and fulfil its other obligations under this Agreement using reasonable care and skill and in accordance with its best judgement. UMC acknowledges that it is aware of and is familiar with the volatility of the energy market and that trading of energy is high risk and losses can occur. Kinect Energy, Inc. does not in any way guarantee the results or performance of the services.
    d. Kinect Energy, Inc. shall be without liability and risk for the accuracy of the information received by Kinect Energy, Inc. from the UMC, information collected by Kinect Energy, Inc. from third parties or information received by Kinect Energy, Inc. from suppliers. Kinect Energy, Inc. shall not be liable if an unsuitable strategy or service is established as a result of inaccurate or missing information received from the UMC, it being acknowledged that Kinect Energy, Inc. is reliant on the accuracy of the information given by the UMC in order to carry out the Services under this Agreement.
    e. Kinect Energy, Inc. shall not be liable for the non-viability of any planned strategy, transaction(s) carried out by Kinect Energy, Inc. on behalf of UMC, or for any consequences resulting from changes in applicable legislation or regulations.
12. **PROPRIETARY RIGHTS**. UMC shall retain all rights in any of UMC's data ("Energy Data"). UMC grants Kinect Energy, Inc. a perpetual, royalty free, non-exclusive, non-transferable license to use and copy the Energy Data in order to perform the Services. All intellectual property rights created or contained in the Services or any deliverable ("Work Product") will remain vested in Kinect Energy, Inc. Provided that UMC is not in breach of its obligations hereunder, Kinect Energy, Inc. grants UMC a perpetual, royalty free, non-exclusive, non-transferable license to use the Work Product for its internal business purposes.
13. **CONFIDENTIALITY AND PUBLICITY.** "Confidential Information" is any and all information that a Party ("Receiving Party") receives or gets access to about the other Party ("Disclosing Party") which reasonably should be considered confidential or proprietary, including, without limitation, the other Party's pricing, trading and operating strategies, customers, business plans, marketing and finances. The Receiving Party shall only use the Confidential Information in connection with the furtherance of this Master Agreement or a Service Agreement, shall only disclose the same to any of its Affiliates and representatives having a need to receive such Confidential Information, and shall not disclose the same to any other person or party, unless such information is (a) already in the Receiving Party's possession and such information is not known by the Receiving Party to be subject to another confidentiality agreement, (b) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party, (c) becomes available to the Receiving Party on a non-confidential basis from a source which is not known to be prohibited from disclosing such information to the Receiving Party, or (d) is required to be disclosed by the Receiving Party by court order, process, law, rule, regulation or order of an administrative agency, regulatory agency, exchange or other authority with jurisdiction over the Receiving Party.

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

13.2 **PUBLICITY**. Neither UMC nor Kinect Energy, Inc. shall cause to be published or disseminated any advertising materials either printed or electronically transmitted which identify the other party or its facilities with respect to the Agreement without prior written consent of the other party.

14. **NON-ASSIGNMENT.** Kinect Energy, Inc. Kinect Energy, Inc. Kinect Energy, Inc. shall not assign the Agreement or any interest therein or any payment due or to become due thereunder without written consent of UMC, such consent not to be unreasonable withheld".
15. **INDEPENDENT CONTRACTOR.** It is not the intent of the Parties to form a partnership or joint venture relationship. Each Party shall act as an independent contractor with respect to the other Party and this Master Agreement and each Service Agreement.
16. **SEVERABILITY.** If any provision of this Master Agreement is or becomes invalid or unenforceable, the remaining

provisions shall not be affected, and the Parties shall replace the invalid or unenforceable provisions, as far as possible and reasonable, by new, valid and enforceable provisions corresponding to the original intention of the Parties.

17. **GOVERNING LAW AND JURISDICTION.** Nevada law shall govern the interpretation and enforcement of the Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.
18. **ECONOMIC SANCTIONS; ANTI-BRIBERY AND CORRUPTION.** Each Party shall refrain from any action or omission that would result in a violation by the other Party of Economic Sanctions. "Economic Sanctions" means any economic sanction or trade restriction imposed by any rule, regulation or statute of the United Kingdom, the European Union, the United Nations or United States of America, including, without limitation, those administered by the Office of Foreign Assets Control of the United States Treasury Department ("OFAC"), and any other applicable laws imposing economic sanctions or trade restrictions. Each Party represents and warrants that it is not, and is not owned or controlled by (a) a person named on the OFAC List of Specially Designated Nationals and Blocked Persons or any similar applicable blacklist maintained by the United States, as amended from time to time; or (b) a person named on the Consolidated List of Financial Targets maintained by HM Treasury of the United Kingdom, as amended from time to time, or any similar applicable blacklist maintained by the European Union or the United Nations or any other applicable government or jurisdiction. Each Party shall comply with anti-bribery and corruption laws and regulations applicable to it in connection with this Master Agreement or any Service Agreement.
19. **MISCELLANEOUS.** This Master Agreement and each Service Agreement may be executed and delivered via facsimile or pdf with the same force and effect as if an original were executed and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. Neither Party has been induced to enter into this Master Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Master Agreement, any term sheets or other correspondence preceding the execution of this Master Agreement, or any prior course of dealing between the Parties. This Master Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any and all prior agreements between the Parties.
20. **WAIVER OF JURY TRIAL.** Parties to this Master Agreement knowingly, intentionally, irrevocably, and unconditionally, waive any and all right to a trial by jury concerning any claims, proceeds, or disputes arising out of or concerning this Master Agreement or any Service Agreement. The Parties acknowledge that this section has either been brought to the attention of each Party's legal counsel or that each Party had the opportunity to do so.
21. **AFFILIATE DISCLOSURE.** UMC hereby acknowledges and agrees that Kinect Energy, Inc., acting in its capacity as an exclusive agent hereunder, may, on UMC's behalf, transact and/or enter into legally binding contracts with one or more of Kinect Energy, Inc.'s Affiliates, or recommend for any potential transaction or a series of transactions that UMC transact and/or enter into legally binding contracts with one or more of Kinect Energy, Inc.'s Affiliates, in addition to transacting with other unaffiliated third parties for the sole purpose of providing the services contemplated under this Agreement. UMC hereby agrees that any such transaction, contract execution or recommendation, to the extent it is made by Kinect Energy, Inc. for the purpose of UMC's energy supply management matters, is deemed a bona fide commercial transaction or recommendation within the scope and under authority of this Master Agreement, and UMC hereby waives and will not assert any claims against (and will to the extent expressly authorized by Nevada law, indemnify and hold harmless) Kinect Energy, Inc. and its Affiliates on account of any potential or actual conflict of interest or any other claims (regardless of any legal theory or other basis) arising as a result of the foregoing.
22. **CTA Disclosure Acknowledgment. Kinect Energy, Inc. is registered with the Commodity Futures Trading Commission as a commodity trading advisor and is member of National Futures Association. Kinect Energy, Inc. is required to provide all UMCs a copy of its Commodity Trading Advisor Disclosure Document (Exhibit C). UMC hereby acknowledges and agrees that Kinect Energy, Inc. has provided UMC with a copy of Kinect Energy's Commodity Trading Advisor Disclosure Document. Initials: _____**

Agreed and accepted:

Kinect Energy, Inc.	**University Medical Center of Southern Nevada**
By: Peter C Brown Peter C Brown (Jul 14, 2023 06:08 EDT) **Name:** Peter Brown **Title:** VP Business Development **Date:** Jul 14, 2023	**By:** **Name: Mason Van Houweling** **Title: Chief Executive Officer** **Date:**

SERVICE AGREEMENT
Exhibit A

The following agreement (hereinafter "Service Agreement") is hereby entered into by:

Kinect Energy, Inc. A Florida corporation Notice Address: 11100 Wayzata Blvd, Suite 200 Minnetonka, MN 55305 Attn: Legal Email: Kinectlegal@wfscorp.com Phone: 763-543-4600 (hereinafter referred to as "Kinect Energy, Inc." or "Kinect Energy")	**AND**	**University Medical Center of Southern Nevada** A publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes Attn: Chief Executive Officer Attn: Legal Department Email: Mason.VanHouwelling@umcsn.com Phone:072-383-2000 Notices Adress:1800W Charleston Blvd, Las Vegas, NV 89102, (hereinafter referred to as "UMC")

Kinect Energy, Inc. and UMC will hereinafter be referred to as the "Party" or jointly the "Parties".

Preamble

This Service Agreement is entered into pursuant to the Master Agreement dated **August 1, 2023** (Master Agreement) between **Kinect Energy, Inc.** and **University Medical Center of Southern Nevada ("UMC")**. The Parties agree that this Service Agreement and the Master Agreement form an integral part of and comprise the entire agreement (hereinafter the "Agreement") between the Parties with respect to the subject matter of the Agreement. In the event of a conflict or inconsistency between any Service Agreement and the Master Agreement, the latter shall govern.

1. **Facilities**
   UMC Hospital 1800 W. Charleston Blvd, Las Vegas NV,89102.
   UMC Trauma 800 Rose St, Las Vegas NV,89106.

2. **Fees**

Service Fee	$1,500 per month
Hedge Fee	$0.04 per Dth

   The Service Fee will increase 4% per year on the annual anniversary date of this Service Agreement.

   Hedging Services: When UMC elects to utilize Kinect Energy, Inc. to provide physical or financial natural gas hedging services an administrative fee ("Hedge Fee") will be assessed on a per MMBtu basis for all volumes hedged to cover the costs associated with compliance with federal, state, and local commodities rules and regulations and administrative costs of facilitating this natural gas hedging service.

   Pre-approved Expenses: UMC will reimburse Kinect Energy, Inc. for any pre-approved travel in accordance with UMC travel policy. Pre-approved expenses may be billed separately or included on UMC's monthly invoice. All such travel must be pre-approved in writing by UMC and must abide by UMC's Travel Reimbursement Policy, attached hereto Exhibit D. Pre-approved travel and other expenses under this Agreement shall not exceed $1,000.00 per year of the contract.

   Invoicing: On or about the first day of each month, Kinect Energy, Inc. will invoice UMC for any fees and expenses due. UMC shall pay Kinect Energy, Inc. within ten (10) days after the date of the invoice. UMC will make payment to Kinect Energy, Inc. by wire transfer or ACH transfer, in each case with immediately available funds.

   Invoice Disputes: If UMC disputes an invoice, it shall do so only in good faith, immediately notify Kinect Energy, Inc. in writing regarding any reasons therefore, and immediately provide, at Kinect Energy, Inc.'s request, reasonable documentation or detail substantiating such dispute (it being understood that the undisputed portion of the invoices shall be paid a set forth herein). If Kinect Energy, Inc. does not receive payment from UMC when due, Kinect Energy, Inc., to its sole option, may discontinue any further delivery of Services under this Agreement and pursue any other remedies to which Kinect Energy, Inc. may be legally entitled.

   Total Costs: All costs, fees expenses, etc. associated with the Agreement shall not exceed $526,832.92.

3. **Agency Authorization.** Kinect Energy, Inc. shall act as UMC's agent while managing the energy matters for the Facilities. In order for Kinect Energy, Inc. to fulfill its responsibility under this Service Agreement an Agency Authorization must be executed by UMC.

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

4. Term. August 1, 2023 – July 31, 2024
After the initial term of the Agreement, UMC may elect to exercise up to three (3) one-year extensions, unless UMC or Kinect Energy, Inc. terminates the Agreement upon sixty (60) days prior written notice before the annual renewal date. If Kinect Energy, Inc. and UMC establish a physical or financial transaction on behalf of UMC that extends beyond the term of this Agreement, the Agreement will extend for the duration of the transaction.

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

5. Services

Natural Gas Supply Management. The following services will be provided when applicable to UMC for the acquisition and management of UMC's natural gas supply for UMC's Facilities subject to this Agreement.

(A) **Procurement of Supply:** Kinect Energy, Inc. will assist UMC in the procurement of natural gas supplies for UMC's Facilities.
1. Kinect Energy, Inc. will work with UMC to determine the required daily or monthly supply volumes and corresponding receipt point(s) for gas delivery.
2. Kinect Energy, Inc. will administer a procurement process to create competition among suppliers.
3. Kinect Energy, Inc. will assess whether gas utility tariff sales supply, UMC transported supply, third party-transported supply, or Kinect Energy, Inc. transported supply will provide the most reliable and economic supply of natural gas to the Facilities.
4. Kinect Energy, Inc. will administer and monitor UMC's gas supply contracts.

(B) **Negotiations:** Kinect Energy, Inc. will negotiate natural gas related agreements with third parties on UMC's behalf.
1. Kinect Energy, Inc. will provide negotiation services to establish transportation rates on interstate pipelines and gas utilities, contractual terms with suppliers and transporters, trade credit with suppliers, and new tariffs where applicable with utilities.
2. Kinect Energy, Inc. will strive to create competition among Kinect Energy, Inc. s where possible.

(C) **Acquisition of Trade Credit:** Kinect Energy, Inc. will advise UMC of credit issues for gas facilities, transportation contracts, and gas supply.
1. UMC will provide Kinect Energy, Inc. with the necessary financial information as required by supplier(s) to obtain trade credit with various vendors.
2. Kinect Energy, Inc. will share UMC's financial documents with third parties as directed and, in any manner, as restricted by UMC in order to establish trade credit.
3. Kinect Energy, Inc. will work to establish trade credit with suppliers on UMC's behalf. Depending on UMC's gas usage, multiple sources of trade credit may be established.
4. Kinect Energy, Inc. makes no guarantee that adequate unsecured trade credit will be obtained from third parties. In the event adequate trade credit cannot be secured, Kinect Energy, Inc. will discuss various credit instruments with UMC including but not limited to letters of credit, parental guarantees, and prepayment. It will be UMC's sole responsibility to provide the necessary security to obtain adequate trade credit.

(D) **Budget Preparation:** At UMC's request, Kinect Energy, Inc. will provide an annual energy budget.

(E) **Cost and Consumption Analysis:** Where the utility or pipeline has provided UMC's metered usage data, Kinect Energy, Inc. will:

1. Post UMC's gas cost and consumption data for each Facility to the Kinect Energy, Inc. secure website for UMC access.
2. Kinect Energy, Inc. will advise UMC of options for UMC to pursue with assistance from Kinect Energy, Inc. in the event of measurement discrepancies with the pipeline or utility.

(F) **FERC 704 Filing:** If UMC's annual volume of natural gas purchases and sales require UMC to file Form 552, and if the data needed for Form 552 is readily available to Kinect Energy, Inc., Kinect Energy, Inc. will compile and provide such data to UMC. Form 552 must be filed by UMC due to FERC requirements.

(G) **Energy Tax Exemption:**

1. If UMC hires Kinect Energy, Inc. for invoice processing and provides existing energy tax exemptions to Kinect Energy, Inc., Kinect Energy, Inc. will verify that the exemptions are applied to UMC's invoices. If an error is found, Kinect Energy, Inc. will notify the vendor.

Natural Gas Price Risk Management Service: The following premium risk management services are available to UMC for each Facility subject to this Agreement through Kinect Energy, Inc. 's Risk Management Service:

(A) Kinect Energy, Inc. will conduct a risk workshop with UMC to identify and understand UMC's risk policies, practices, and objectives as they relate to natural gas, where:

1. Kinect Energy, Inc. will gain a thorough understanding of UMC's natural gas purchasing practices and strategies.
2. After completion of the above, Kinect Energy, Inc. will develop risk management strategies appropriate to UMC's risk objectives and will present a plan to UMC for approval.
3. Upon UMC's approval, Kinect Energy, Inc. will advise UMC in the implementation of the risk management plan.
4. UMC can participate in dialogue with Kinect Energy, Inc. on agreed upon intervals, and/or ad-hoc depending on the nature of the Service Agreement to understand the current energy market dynamics as they apply to UMC's situation.
5. If UMC elects, UMC will be provided with a:
   a) Position Report: Listing of UMC's hedged positions, expected consumption, and market pricing.
6. If UMC elects, Kinect Energy, Inc. will make an annual presentation to UMC's risk committee to explain the risk management strategies employed and results achieved.
7. Receive Kinect Energy's Base Publication Suite including the Weekly Market Update and Market Driver Report, as well as special reports and exclusive White Papers pertaining to specific market developments throughout the year.
8. Via Kinect Energy, Inc.'s website, UMC will have access to internet-based energy pricing indices, energy market data, and opinions from fundamental and technical analysts retained by Kinect Energy, Inc..

Invoice Management with Consolidated Invoices. The following services are available to UMC for the processing of UMC's invoices.

(A) Invoice Processing and Payment:

1) Kinect Energy, Inc. will manage the redirection of vendor invoices to Kinect Energy, Inc.'s UMC accounting group. This may include invoices from suppliers, utilities, pipelines, and service companies.
2) Kinect Energy, Inc. processes UMC's invoices which contain data needed to perform contract services.

(B) Vendor invoices are imaged into a secure database.

(C) Invoices are reviewed for accuracy.

(D) Kinect Energy, Inc. will prepare a monthly consolidated invoice summarizing UMC's costs from the prior month. This consolidated invoice may include actual and estimated costs dependent on the best available information at the time of invoice delivery date. UMC agrees to remit funds to Kinect Energy, Inc. per the payment terms listed in the Agreement.

(E) Kinect Energy, Inc. agrees that, once UMC's funds are deposited and cleared in Kinect Energy, Inc. 's bank account, Kinect Energy, Inc. has the obligation to pay UMC's invoices associated with such UMC funds. UMC further agrees that any interest earned by Kinect Energy, Inc. from UMC funds held in Kinect Energy, Inc.'s bank account shall belong to Kinect Energy, Inc. and become the property of Kinect Energy, Inc.

(F) Payment for vendor invoices which Kinect Energy, Inc. pays on UMC's behalf must be received by Kinect Energy, Inc. in advance of vendor due date. A due date is printed on the Kinect Energy, Inc. generated invoice indicating the last day in which Kinect Energy, Inc. can receive UMC's funds to pay the vendor in a timely manner. Payment must be received by 11am Central Time on that due date. UMC is responsible for any fees assessed by a vendor due to UMC's late payment.

Agreed and accepted:

Kinect Energy, Inc.	University Medical Center of Southern Nevada
By: Peter C Brown Peter C Brown (Jul 14, 2023 06:08 EDT) **Name:** Peter Brown **Title:** VP Business Development **Date:** Jul 14, 2023	**By:** **Name: Mason Van Houweling** **Title: Chief Executive Officer** **Date:**

AGENCY AUTHORIZATION

The purpose of this agency authorization (this "Authorization") is to set forth the authorization and agreement between **Kinect Energy, Inc.** ("Kinect Energy") and the **University Medical Center of Southern Nevada** ("UMC") related to the provision of energy supply management services for UMC's facilities (individually referred to as "Facility" and collectively as "Facilities"). UMC and Kinect Energy agree on the following terms and conditions as they pertain to Kinect Energy's role as UMC's agent to transact with third-parties on UMC's behalf:

1. **APPOINTMENT AND SCOPE:** UMC hereby appoints Kinect Energy as its agent to deal with third-parties for energy-related matters for the Facility or Facilities. Kinect Energy is authorized, without limitation, by UMC to:
    a. Negotiate and execute contracts for energy supply procurement, transportation services, and distribution services ("Energy Contracts") with any counterparties as required for UMC's Facility or Facilities and as Kinect Energy reasonably determines to be acceptable;
    b. Amend, extend, renew, or cancel any Energy Contracts;
    c. Review and sign energy supply transaction confirmations;
    d. Place daily and monthly nominations for delivery of energy supplies;
    e. Sign energy tax exemption certificates as they pertain to energy purchases or consumption for Energy Procurements made under this Authorization;
    f. Obtain trade credit from energy suppliers as needed for Energy Procurements; and
    g. Receive, review, approve, and pay UMC's energy invoices for energy transactions made under this Authorization.

2. **RELEASE OF ENERGY CONSUMPTION RECORDS AND BILLS:** By signing this authorization, UMC grants permission to pipelines, suppliers, and other parties to release UMC's energy consumption records and bills to Kinect Energy.

3. **ADOPTION AND RATIFICATION:** UMC agrees that each and every act performed by Kinect Energy, Inc. in connection with any of the authorized powers designated in Paragraph 1 will be valid and binding on UMC as if such act had been done by UMC. UMC acknowledges that by signing this Authorization, UMC hereby ratifies any and all actions performed by Kinect Energy, Inc. in furtherance of the powers granted herein.

4. **TERM:** The term of this Authorization shall commence when executed by UMC and shall continue until the sooner of (i) termination of the Master Agreement for Energy Management Services between the parties dated August 1, 2023; or (ii) such time as either UMC or Kinect Energy, Inc. terminates the Authorization by 90 day written notice to UMC or Kinect Energy, Inc., as may be applicable. UMC will remain obligated for any actions performed by Kinect Energy prior to the effective date of the notice of termination.

5. **AUTHORITY:** Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Authorization, and the individuals signing this Authorization each represent and warrant that he or she is fully authorized to do so.

Agreed to and Accepted by:

Kinect Energy, Inc.	**University Medical Center of Southern Nevada**
By: Peter C Brown Peter C Brown (Jul 14, 2023 06:08 EDT) **Name:** Peter Brown **Title :** VP Business Development **Date:** Jul 14, 2023	**By:** **Name: Mason Van Houweling** **Title: Chief Executive Officer** **Date:**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

	POLICY TITLE: Travel/Education Authorization and Reimbursement
MANUAL: Administration	**POLICY OWNER:** Chief Operating Officer
ORIGINATION DATE: 9/1986	**FINAL APPROVAL DATE:** 6/2022

SCOPE: Departments Affected

All management and benefitted employees. Additionally, per-diem mid-level providers (NPs and PAs) and physicians living outside of Clark County, NV who commute to UMC for special assignments and/or cases, or non-employees incurring business travel expenses on UMCSN's behalf

PURPOSE:

To establish a uniform and timely method of authorizing and processing travel/education reimbursement for official University Medical Center of Southern Nevada (UMCSN) purposes.

PROCEDURE:

A. Responsibilities

1. Pursuant to Chapter 2.46 of the Clark County Code, it is the policy of the Board of County Commissioners that business travel costs incurred by elected or appointed department heads, employees, and non-employees are kept to an absolute minimum.
2. Approval by the Board of County Commissioners of the Final Budget for the fiscal year constitutes approval for Budget & Financial Planning to approve travel requests, provided the travel is consistent with the provisions of Chapter 2.46 of the Clark County Code and such costs for travel are included in the hospital's travel accounts.
3. The Chief Executive Officer is responsible for issuing and revising the Travel Rules and Procedures, which provide detailed rules and establish procedures for approved business travel.
4. Department Heads are responsible for:
    a. Assuring the appropriateness of a seminar, conference, training or professional meeting;
    b. Determining that the travel costs are included within the travel accounts of the department's approved operating budget
    c. Denying authorization for travel expenditures that will overdraw the travel accounts in the department's approved travel budget

   d. Denying requests that may result in violations of the Federal Anti-Kickback Law and consulting with the Hospital Compliance Officer as appropriate. Refer to Compliance Policies.

5. Finance is responsible for:
   a. Reviewing Budget Pool Requests, Travel Authorization Requests (TRA) and verifying the availability of UMCSN travel appropriations; transferring appropriations to the requesting department upon approval
   b. Adhering to all applicable County policies or state and/or local laws
   c. Administering the Travel Rules and Procedures relative to claims paid against UMCSN travel accounts
6. The office of the Chief Operating Officer is responsible for:
   a. Final review and approval of all requests
   b. Denying requests that may result in violations of the Federal Anti-Kickback Law and consulting with the Hospital Compliance Officer as appropriate
   c. Denying requests that do not meet the necessary requirements
   d. Right to deny requests that do not fall within the appropriate travel budget
7. All travel authorization approvers are responsible for accurately reviewing travel requests and ensuring that travel expenses are in compliance with UMCSN policies, rules and procedures.
8. All travelers are responsible for complying with the Travel Rules and Procedures. The Travel Rules and Procedures are binding on elected and appointed department heads, employees, and non-employees traveling on behalf of UMCSN.
9. All travelers shall make every effort to ensure travel expenses are incurred by the least expensive method reasonably available.

B. Travel Request– *Non-Education*

1. Prior authorization is mandatory for all travel, whether or not there is any cost to UMCSN. A Personnel Leave Request (PAR) must be attached to all travel requests.
2. In addition to the PAR, a Budget Pool Request form (Attachment A) is to be completed if travel is within Clark County or a Travel Request Authorization (TRA) form (Attachment B) is to be completed if the travel is outside Clark County. All forms can be found electronically in Adobe.
3. The traveler is responsible for submitting all required documents to an authorized management level employee. Once approved at the manager level, it is sent to Finance and finally, given to the Chief Operating Officer at least twenty (20) business days prior to the trip for final approval. Only emergency situations will be considered an exception to the 20 business day time frame.
4. Justification for all travel must be included on the TRA. The travel justification must clearly delineate the purpose of the trip, the manner in which it will benefit UMCSN operations, anticipated expenses, and attest to the availability of funding to support the request.

	**POLICY TITLE: Travel/Education Authorization and Reimbursement**

C. Travel Request - ***Education***

1. For travel requests that involve education within Clark County; in which UMCSN will only pay registration fees, justification must be provided upon submittal of an Education Leave Request (Attachment C), Budget Pool Request, PAR, and all supporting documents. All forms can be found electronically in Adobe. These documents must be approved by the COO at least forty-five (45) days prior to the requested leave date.
2. For travel requests that involve education not within Clark County; justification must be provided upon submittal of an Education Leave Request, TRA, PAR, and all supporting documents. All forms can be found electronically in Adobe. These documents must be approved by the COO at least sixty (60) days prior to the requested leave date.
3. If a vendor is paying any part of the traveler's expenses, the vendor contract must include all expenses will be paid by vendor and attach a copy of the contract to the travel request. All other vendor travel requests need prior approval must be obtained from the Compliance Officer. This approval needs to be via email, and attached to the travel request.
4. It is expected for the employee(s) to share in their department, the knowledge gained by attending training, seminars, conferences, and professional meetings. Therefore, travel by more than two persons from the same department to a seminar, conference, training or professional meeting outside of Clark County is strongly discouraged.

D. Travel Request– ***General***

1. Any department requesting travel for more than one person to the same destination during the same time period, should submit all travelers on the same TRA. Subsequent requests will not be approved unless extraordinary circumstances prevail and a late request is unavoidable.
2. If it is determined that adjustments must be made on the TRA, the Office of the Chief Operating Officer will work directly with the requestor to resolve.
3. Time spent on educational travel shall be considered education leave. In which, these days need to be included on the Personnel Action Request (PAR). However, an employee will not be compensated for days that fall on the employee's regular day(s) off.
4. Refer to attachment (D) as a Quick Reference Guide.
5. Chief Operating Officer is the final approver of all the travel requests.

E. Travel Arrangements and Reimbursement

1. The department may proceed with any necessary travel arrangements after they receive final approval, via email, from the office of the Chief Operating Officer.
2. The traveler is responsible for making all approved travel arrangements, including payment for flight and hotel.
3. There are no provisions for cash advances to travelers, except for conference fees as applicable.
4. Prospective travelers are responsible for all meals and incidentals during their approved travel. The traveler must provide original itemized receipts for reimbursement.
5. Upon return from travel, an Expense Report (Attachment E), along with the appropriate original itemized receipts and a copy of the approved TRA must be promptly submitted to Finance with all approval signatures within fifteen (15) working days of return or the reimbursement is subject to denial. This form can be found electronically in Adobe.
6. Original itemized receipts are required for all meals and pre-approved incidentals, airline, lodging, car rentals, fuel and other travel-related items.
7. Credit card statements are not considered original receipts and will not be accepted.
8. No reimbursement will be made until itemized receipts are provided and travel have been completed.
9. Domestic Airline; Coach Ticket, purchased at least twenty-one (21) days in advance; One checked bag fee.
10. Airport Parking – Economy Lot only
11. When applicable, rental car must be standard or smaller. UMCSN will reimburse up to $125.00 per day.
12. When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option must be used.
13. All meal charges will be paid up to and not to exceed $65.00 per day. This includes 20%gratuity. Must provide itemized receipts.
14. Lodging will be reimbursed. Pricing will vary depending on destination city and must be determined prior to travel. Local travelers will be reimbursed up to $150.00 per day excluding taxes and fees (M-Thu.) and $225 excluding taxes and fees (Fri, Sat, Sun).
15. If Finance makes adjustments on the expense report and the traveler disagrees with the action taken, the expense report will be forwarded to the Chief Operating Officer for a final determination.
16. **UMCSN assumes no obligation to reimburse travelers for expenses that are not prior approved by Chief Operating Officer and not in compliance with the Travel Rules and Procedures**.
17. The following are some of the charges that will not be allowable for reimbursement (not all inclusive):
    a. Baggage fees exceeding one checked bag; overweight charges

b. Inflight upgrades; seat, pre-check, priority boarding;
c. Rental car upgrades
d. Alcohol;
e. Room service;
f. In-room movie rentals;
g. In-room beverage/snacks;
h. Gas for personal vehicles;
i. Mileage;
j. Regular days off

F. Rental Car

1. Under no circumstances should an employee allow others to drive a rental car which has been rented in the employees' name for the purpose of conducting UMCSN business.
2. Any rental car expenses incurred over and above normal charges, i.e., unauthorized drop-off fees, rental dates not identified as official UMCSN business dates on the TRA form, etc., will be the responsibility of the employee.
3. UMCSN requires the rental car be completely insured.Employee must add full insurance coverages at the time of rental –through the rental car company. Employees' personal insurance is not permitted for use on a rental car.
4. Travelers may be allowed to rent a car to travel TO their destination when:
    a. air travel is not available
    b. the distance to the destination is less than 150 miles
    c. transporting large or bulky materials is more cost effective in a rental car than other means of transportation
5. Travelers may be allowed to rent a car AT their destination when:
    a. it is less expensive than other transportation modes such as taxis, airport shuttles, etc.
    b. transporting large or bulky materials
6. Rental Cars should be returned:
    a. to the original rental city unless approved for one-way rental
    b. intact (i.e., no dents, scratches or other damage within the traveler's control)
    c. on time, to avoid additional charges
    d. with a full tank of gas
7. Should a rental car accident occur; travelers should immediately contact:
    a. the rental car company

b. local authorities, as required
c. UMCSN Public Safety

G. Other Transportation (Personal Car Usage)

1. Use of personal vehicles for UMCSN business travel outside Clark County is generally prohibited. Special approval for personal vehicle use may be granted for exceptional circumstances provided the following guidelines are met and the following approvals are obtained at least ten (10) days prior to the start of the trip.
    a. Written request is made to the department head and written approval is obtained from the department head
    b. The written request and department head approval must be forwarded to Risk Management for approval. After Risk Management approval, the request will be forwarded to the COO for approval. A copy of the COO approval should be submitted with the request
    c. The owner of the private vehicle being used must obtain $100,000 in business use liability insurance coverage with UMCSN named as additional insured. Note: UMCSN will not be liable for any passengers in a private vehicle being used for UMCSN business who are not UMCSN employees on UMCSN business. A copy of the certificate of liability insurance must be forwarded to Risk Management and included emailed to COO prior to the start of the trip
    d. Employees who have gained approval for the use of private vehicles for UMCSN business outside Clark County must take *personal* CAL (either normal days off or vacation days) to travel to and from the business destination. Once at the business destination, the employee should use commercial vehicles (taxis, rental car, etc.) for travel, while at the destination
2. Travelers will be reimbursed for business travel usage of personal vehicles within Clark County on a fixed mileage scale pursuant to Nevada Revised Statutes 281.160.3. Finance will provide current rate. If out-of-state personal vehicle use is approved for business travel, employee will be reimbursed for the cost of additional business liability insurance required by UMC during the duration of a business trip. This cost must be identified on the TRA form and an original invoice from the insurance company must be submitted with the Travel Reimbursement Expense Report. Employees will not be reimbursed for any repairs to their personal vehicles even if these costs result from business travel.

H. Personal Travel in Conjunction with Business Travel

1. If a traveler, in scheduling an itinerary by commercial carrier for a UMCSN business trip, desires to make any additional stops for personal purposes, the traveler may do so provided the traveler pays any increase in travel expense. The following conditions exist for such travel:

a. UMCSN will pay the amount equivalent to the round-trip economy class fare for the business trip. Economy class fare shall be based on a departure from the Las Vegas area with an arrival at the business trip destination and purchased at least 21 days prior to departure.
b. All time spent on personal travel shall be on consolidated annual leave or other approved leave.

2. If a traveler combines business travel with personal travel, the personal travel shall be noted on the TRA form. UMCSN will not pay for personal costs incurred in conjunction with the business travel.

3. A traveler may be accompanied by a spouse/companion provided UMCSN does not pay the travel expenses for the spouse/companion. This applies to all travel expenses such as transportation, meals, registration fees, etc. In addition, UMCSN will only pay the single room occupancy rate.

I. Legislative Travel and Lobbying Expenses

1. For travel during legislative sessions, all UMCSN departments will submit travel authorization forms under the guidelines of this Directive.
If an elected or appointed department head or employee anticipates lobbying and/or testifying, this information must be noted on the TRA.
If time was actually spent lobbying and/or testifying, the amount of time in half hour increments must be reported on the Travel Reimbursement and Expense Report. All meal expenses associated with lobbying activities and included with the Travel Reimbursement and Expense Report must include the name of the legislator(s), legislative staff member(s), or other person(s) for whom a meal was provided, and the topic of discussion.

2. Local lobbying and/or testifying must be reported via e-mail to the Chief Executive Officer (CEO).

3. Finance and the CEO's assistant will be responsible for compiling and reporting the information as mandated by NRS 354.59803, which states local jurisdictions must report expenditures related to legislative activities to the State of Nevada, Department of Taxation within 30 days after the close of the legislative session.

REFERENCES:

NRS 354.59803 Reporting of expenditures of local government for lobbying activities: Requirements; filing with Department of Taxation; availability for inspection.

Pursuant to Chapter 2.46 of the Clark County Code: It is the policy of the board of county commissioners that travel costs be kept to an absolute minimum consistent with the effective conduct of

county business.

Review Date:	By:	Description:
3/21/2022	HR	Requested change in department affected- added per diem mid-level physicians and physicians living outside Clark County. II. added education
4/2022	Tony and Andi	Section A.-d. removed Policy number, Section B &C – added forms can be found in Adobe, Section C #3– updated the "vendor" wording for clarification. Removed Chief from Compliance Officer, Section D #3 – removed completely, Section E #5– added all approval signatures and form can be found on adobe #11 –Reimburse up to $125 per day and removed refuel cap of $50 per vehicle #13 changed to $65.00 per day and tip to 20% #14-add $150 per day (M-thu) and $225 per day (Fri, Sat, sun) 17 c. added rental car upgrades

UMC Finance Department

Budget Pool Request

Instructions: To request funds from a Budget Pool, complete this form and attach all supporting documents. Once the request has been approved by all appropriate parties, the funds will be transferred to the specified Cost Center. Once the transfer is complete, you will be notified by email to enter a Purchase Requisition in SAP. *(Note: All requests over $15,000 or involving travel at any dollar amount must be approved by Administration.)* Please contact Finance at 702-383-2797 (ext. 2797) with any questions.

REQUEST INFORMATION			
Date:	Requester's Name:		Phone #:
Dept. #:	Department:	GL Code:	Amount:
Description / Justification (430 character max):			
Is this request included in the current fiscal year's zero-based budget? ❑ Yes ❑ No If no, explain:			

PRE-APPROVAL SIGNATURES

Manager / Supervisor	Date
Director	Date

FINANCE REVIEW		
Date:	Reviewer's Name:	Phone #:
Recommendation (430 character max):		

APPROVAL SIGNATURES

Division Head	Date
Controller	Date
Chief Operations Officer	Date

FINANCE USE ONLY		
Decision Date:	SAP Document #:	Completed by (initials):

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

TRAVEL REQUEST & AUTHORIZATION

Use of this form is required when travel outside of Clark county is involved.

Request Date:_____ Name of Arranger:_____ Phone: _____

Name & Title of Traveler:_____ Phone: _____

Department/CC: _____ Traveler Type: ❑ Individual Only ❑ Part of a Group*

1. If Traveler is part of a group, list names of ALL other travelers on single TRA:_____

2. Official UMC Business Travel Dates:_____ Personal Travel Dates (if applicable):_____

3. Requested Departure Date & Time:_____ Requested Return Date & Time:_____

4. Purpose of Travel:_____

5. Destination Address:_____ City:_____ State:_____ Zip Code:_____

6. Method of Travel (check all that apply):
   - ❑ Flying → Origin Airport:_____ Destination Airport:_____
   - ❑ Driving → Type: ❍ Rental Vehicle Estimated Mileage:_____

7. Lodging Information:_____

8. **Traveler's Acknowledgement:** By signing below, I acknowledge that I have read, understand and will comply with all UMCSN Policies regarding employee travel and expense reimbursement for such travel. I am aware that any travel, training or related expenses which are being paid for, credited or waived by any vendor or third party (**including speaker fees**) must be submitted for review to the Corporate Compliance Officer (CCO) and approved by the Chief Operating Officer (COO). Such review and approval must take place **prior to** all registration and reservations related to such travel (Note: If applicable, attach CCO and COO approvals.)

   ► Signature of all Traveler(s)**:_____ Date:_____

Estimated Expenses:

Airfare†: _____
Rental Car: _____
Lodging: _____
Meals: _____
Registration: _____
Other: _____
TOTAL: _____

(Please attached estimates)

Required Approval Signatures:

► Dept. Head:_____ Date:_____

► Division Head:_____ Date:_____

► Controller:_____ Date:_____

►COO:_____ Date:_____

***For Finance use only**:* Fund #:_____ IO #:_____ Budgeted: ☐ Unbudgeted: ☐

**All group Travel Authorizations must be submitted together*

***Use back of form for additional signatures*

†Airline baggage fee will be reimbursed for the 1st bag ONLY; no overweight baggage fees will be reimbursed.

University Medical Center of Southern Nevada

EDUCATION REQUEST COVER SHEET

INSTRUCTIONS: Please complete (TYPE) this form on the computer, print it on *YELLOW PAPER* and attach it to your "Education PAR" form for approval. Please complete a SEPARATE cover sheet for each employee and attach it to their individual paperwork.

Employee Name:		Job Title:	
Cost Center Name:	CC #:	Phone #:	
Seminar / Class:		Start Time *(first day)*:	End Time *(final day)*:
Event Date(s):		Total Days / Hours:	

NOTE: Each of the following questions is REQUIRED, unless otherwise noted. Please follow all prompts below.

1. Is this education a requirement of your current position? Yes No*
   ↳ **If you answered "No", please be sure to explain in #5 below. Proceed to #2.*

2. Is your position being backfilled (i.e. someone is being paid to fill your vacancy) in order for you to attend this education? Yes No

3. Will there be a cost to UMC for you to attend this education? Yes No*
   ↳ **If you answered "No", please skip question #4 and proceed to question #5.*

4. If you answered "Yes" to #3 above, please complete both (a) and (b) below. Then, please attach all applicable *Pool Requests*, a completed *"Travel Request & Authorization"* form and/or any *Quotes for Travel* which you have already received.

   a. Anticipated Cost = $_____

   b. Specify what is included in the "Anticipated Cost" noted above (e.g. meals, materials, travel costs, etc.):

5. Please indicate how this education will benefit UMC, with specific regard to the four Pillars[1] of the Strategic Plan for organizational improvement.

[1] *The four Pillars of the Strategic Plan for improving UMC are: 1) Experience, 2) Excellence, 3) Employees, and 4) Economics.*

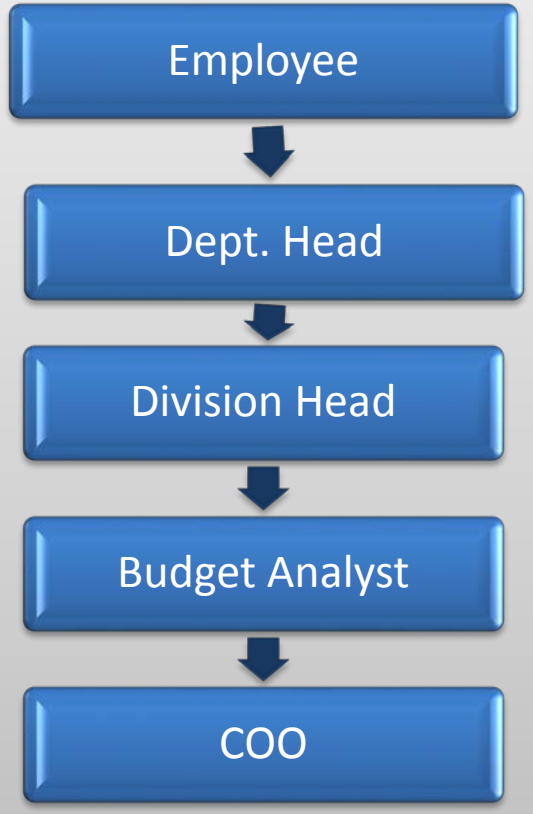
Request for Education Leave

- The Chief Operating Officer is the final approver on all education leave requests and employees are instructed *not* to book or pay for classes/travel until the COO has approved the requests.
- The education must be budgeted in the current fiscal year; if not, dollars must be offset…somewhere else.
- Education leave requests and all supporting documents for local and in-state training must be submitted to Administration/COO *at least* 45 days prior to taking the requested leave and 60 days for all out of state training.
- Any received *after* the fact (date of class) will be denied.
- The following documents needed for education leave requests and must be completely fill out and attached:
    1. Education Request Cover Sheet (NMU00243) – Printed on *yellow* paper.
    2. Personnel Action Request (PAR)(NMU00511)
    3. Supporting documents –Conference information, agendas, class/training documents, etc.
    4. Travel Request & Authorization (TRA)(NMU02088) – Use only when travel is involved (flight, rental car, etc.)

       OR

       Budget Pool Request – Use when no travel is involved but need to pay for education registration expenses.
- Per Policy No. 11, Section F of UMC HR Policies & Procedures:
    1. *Hours spent in training required to maintain a license necessary for a position will NOT be paid.*
    2. Hours spent in training mandated by UMC due to a special assignment (e.g., BLS, ACLS, PALS) will be paid *as long as the training is sponsored by UMC*.

Approval Signature Process



DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: None

Corporate/Business Entity Name:	Kinect Energy, Inc.	
(Include d.b.a., if applicable)		
Street Address:	605 N. Hwy 169, Suite 1200	**Website: www.kinectenergy.com**
City, State and Zip Code:	Plymouth, MN 55441	**POC Name: Dianne Wahl** **Email: Contracts@kinectenergy.com**
Telephone No:	763-543-4600	**Fax No: 763-201-5901**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Dianne K. Wahl

Signature

Dianne K. Wahl

Print Name

Manager, Client Contract & Credit Administration

Title

Aug 12, 2019

Date

REVISED 7/25/2014

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

Issue:	**Amendment 1 to RFP 2022-01 Service Agreement with HRMG Financial Services**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment 1 to RFP 2022-01 Service Agreement with HRMG Financial Services for early out self-pay pre-collection services; authorize the Chief Executive Officer to execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000853000
Funded Pgm/Grant: N/A
Description: Early Out Self-Pay Pre-Collection Services
Bid/RFP/CBE: RFP 2022-01
Term: Amendment 1 – from 7/26/23 to 9/30/2025 with two, 1-year options
Amount: Amendment 1 – additional NTE $500,000
Out Clause: 30 days w/o cause

BACKGROUND:

On May 25, 2022, the Governing Board awarded RFP No. 2022-01, Early Out Self-Pay Pre-Collection Services, to HRMG Financial Services ("HRMG") to provide billing and collection activities related to pre-collection services for self-pay balances and self-pay balances after insurance i.e., all accounts with balances after insurance or without insurance coverage will be sent to HRMG for collection for up to 120 days of account placement prior to sending to bad debt ("Services"). The award amount was estimated NTE $2,500,000 for the Term of the Agreement. These Services include printing and mailing statements generated out of Epic, managing any and all return mail, providing outgoing dialing campaigns, email and text messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements, and fielding calls for account audits and charge disputes, among other things. HRMG provides one (1) FTE onsite representative and at least two (2) remote representatives who are bilingual (English and Spanish).

Cleared for Agenda
July 19, 2023

Agenda Item #
12

The Agreement term is from October 1, 2022 through September 30, 2025 with the option to extend for two (2), 1-year periods. UMC may terminate the Agreement with a 30-day written notice.

This request is to approve Amendment 1 to add printing and mailing of correspondence letters that UMC currently does in-house at $0.95 per correspondence letter and to add an additional funding amount of NTE $500,000 from July 26, 2023 through the end of the Agreement Term.

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

AMENDMENT 1 TO SERVICE AGREEMENT
RFP NO. 2022-01
EARLY OUT SELF-PAY PRE-COLLECTION SERVICES

THIS AMENDMENT 1 to the Service Agreement for Early Out Self-Pay Pre-Collection Services (this "AMENDMENT"), is entered into 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 HRMG FINANCIAL SERVICES, a specialized service division of CMRE Financial Services (hereinafter referred to as "COMPANY") with the intent it be effective on July 26, 2023 ("Effective Date").

WITNESSETH

WHEREAS, the parties entered into a Service Agreement dated May 25, 2022 (hereinafter referred to as "Agreement") for early out self-pay pre-collection services; and

WHEREAS, the parties desire to amend the Agreement with this AMENDMENT to adjust the pricing for patient correspondence letters.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Agreement is amended as follows:

1. Section II.A, Compensation, is hereby amended to add an additional not to exceed amount of $500,000 for the remaining Term of the Agreement.

2. Exhibit A, Section 10.0, Statements, is deleted in its entirety and replaced with the following:

10.0 Statements

10.1 COMPANY will be responsible for maintaining current statement processes that include all costs associated with maintaining the statements.
- 10.1.1 Contact information on HOSPITAL Self-Pay statements will direct the patient to COMPANY's call center as if calling HOSPITAL.
- 10.1.2 COMPANY will have access to view HOSPITAL statements.
- 10.1.3 COMPANY agrees to adhere to HOSPITAL's existing statement dunning cycle.
- 10.1.4 COMPANY agrees to make any changes necessary to the statements per the request of HOSPITAL within thirty (30) days.
- 10.1.5 COMPANY agrees to maintain HOSPITAL's EMR system as the source of truth for all statements and letters sent to patients.
- 10.1.6 Currently ~10K statements are generated and sent per month.

10.2 COMPANY will be responsible for maintaining current correspondence letter processes that include all costs associated with maintaining the correspondence letters.
- 10.2.1 Contact information on HOSPITAL Self-Pay correspondence letters will direct the patient to COMPANY's call center as if calling HOSPITAL.
- 10.2.2 COMPANY will have access to view HOSPITAL correspondence letters.
- 10.2.3 COMPANY agrees to adhere to HOSPITAL's existing correspondence letter dunning cycle.
- 10.2.4 COMPANY agrees to make any changes necessary to the correspondence letters per the request of HOSPITAL within thirty (30) days.
- 10.2.5 COMPANY agrees to maintain HOSPITAL's EMR system as the source of truth for all correspondence letters sent to patients.

3. Exhibit B, Fee Schedule, is deleted in its entirety and replaced with the following:

    I. Day 1 Placement
        a. An uninsured contingency basis of 5.85% for uninsured clients.
        b. An insured contingency basis of 5.85% for insured clients.
    II. Day 45 Placement
        a. An uninsured contingency basis of 5.85% for uninsured clients.
        b. An insured contingency basis of 5.85% for insured clients.
    III. Insurance Finder's Fee
        a. $10 per find.
    IV. Correspondence Letters
        a. $0.95 per correspondence letter.

4. Except as modified in this AMENDMENT, all other terms and conditions of the Agreement for Early Out Self-Pay Pre-Collection Services shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Agreement and the terms of this AMENDMENT, the terms of this AMENDMENT shall prevail. This 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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this AMENDMENT as of the dates of their signatures below to be effective as of the Effective Date.

HRMG Financial Services

Signature:

Printed Name and Title:
Pat Nixon, Vice President of Sales & Marketing

Date:
06/30/2023

University Medical Center of Southern Nevada

Signature:

Printed Name and Title:
Mason Van Houweling, Chief Executive Officer

Date:

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Medult	
(Include d.b.a., if applicable)	HRMG	
Street Address:	3075 E Imperial Hwy, Suite 200 (Corp HQ: 4135 South Stream Blvd)	**Website:** www.medultrcm.com
City, State and Zip Code:	Brea, CA 92821 (Corp HQ: Charlotte, NC 28217)	**POC Name:** Pat Nixon **Email:** pat.nixon@medultrcm.com
Telephone No:	800-462-6341	**Fax No:** 714-528-3549
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Financial Sponsor	We will disclose more information upon selection	65%
2 management members hold more than 5%	We will disclose more information upon selection	20%

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

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

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

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

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

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

Signature — Print Name: STEPHEN VILLA

Title: CFO — Date: 3/9/2022

Meduit-HRMG Leadership Team

JEFF NIEMAN, *CHIEF EXECUTIVE OFFICER*

MIKE COFFEY, *VICE CHAIRMAN*

CHAD POLK, *PRESIDENT AND CHIEF SALES OFFICER*

STEVE VILLA, *CHIEF FINANCIAL OFFICER*

GREG RASSIER, *CHIEF OPERATING OFFICER*

JASON PETRASICH, *SENIOR VICE PRESIDENT OF ARTIFICIAL INTELLIGENCE*

DOUG MARCUM, *SENIOR VICE PRESIDENT OF IT*

OLIVIER WITTEVEEN, *SENIOR VICE PRESIDENT PRODUCT DEVELOPMENT*

DARRELL BRYANT, *SENIOR VICE PRESIDENT OF HUMAN RESOURCES*

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

Issue:	**Purchase of Real Property at 820 South Rancho Lane, Las Vegas, NV 89106**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Conditional Offer to Purchase Real Property between Clark County Real Property Management and 820 Rancho Lane, LLC; authorize the Chief Executive Officer to execute necessary documents to effectuate the transaction for the purchase of real property; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: N/A
Fund Center: N/A
Description: 820 South Rancho Lane Acquisition
Bid/RFP/CBE: N/A
Term: N/A
Amount: NTE $2,295,000.00
Out Clause: Due Diligence Period

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

BACKGROUND:

This request is for approval to execute necessary documents for the purchase of a 14,460 square foot 1-story office building located on 0.88 acres of developed land (APN 139-32-804-002 and 139-32-804-003) located near the northeast corner of Rancho Drive and Charleston Boulevard, addressed as 820 Ranch Lane, Las Vegas, NV 89106. The purchase transaction is between Clark County Real Property Management ("Clark County") and 820 Rancho Lane, LLC; however, the property will be utilized exclusively by UMC. The UMC Board of Hospital Trustees will ultimately be presented with the final sale documents once final, however UMC staff requests UMC Governing Board authority for the Chief Executive Officer to execute documents necessary, if any, to complete the purchase transaction.

The purchase price for the property is $2,295,000.00, and the escrow period will begin upon escrow opening for One Hundred Eighty (180) calendar days inclusive of a due diligence period of One Hundred Fifty (150) calendar days. Either party may cancel this transaction for any reason during the due diligence period with a written notice to the other.

Cleared for Agenda
July 19, 2023

Agenda Item #
13

Department of Real Property Management
Property Management and Acquisition Division

500 S Grand Central Pky 4th Fl • Box 551825 • Las Vegas NV 89155-1825
(702) 455-4616 • Fax (702) 455-4055

Lisa Kremer, Director • Shauna Bradley, Deputy Director

April 17th, 2023

VIA CERTIFIED MAIL #

820 Rancho Lane, LLC.
PO Box 4034
Laguna Beach, CA 92652

RE: CONDITIONAL OFFER TO PURCHASE REAL PROPERTY
(820 RANCHO LANE, LAS VEGAS, NV 89106)
ASSESSOR'S PARCEL NUMBERS 139-32-804-002 & 003

Dear Property Owner:

Please consider this Clark County's Conditional Offer to Purchase Real Property (the "Conditional Offer") with respect to the above referenced property, subject to the following terms and conditions.

PARTIES:

This Conditional Offer is made by Clark County, a Political Subdivision of the State of Nevada ("County"), to 820 Rancho Lane, LLC. ("Seller") (Individually a "Party" and collectively the "Parties").

LOCATION AND DESCRIPTION:

The Property for which this Conditional Offer is being made consists of a +/- 14,460 square foot 1-story office building located on +/- 0.88 acres of developed land (APNs 139-32-804-002 & 003) located near the Northeast corner of Rancho Drive and Charleston Boulevard, addressed as 820 Rancho Lane, Las Vegas, NV 89106, Clark County as further described in Exhibit A ("Property") attached hereto and incorporated herein by reference.

INTEREST TO BE ACQUIRED:

The Conditional Offer is for a fee simple interest in the Property, free of liens and encumbrances, subject to only standard title policy printed form exceptions and the permitted exceptions of record, if any.

AMOUNT OF OFFER:

On behalf of the County, the sale and purchase price for the Property shall be a cash offer of Two Million Two Hundred Ninety Five Thousand Dollars ($2,295,000) ("Purchase Price").

DUE DILIGENCE PERIOD:

The County will open escrow with Fidelity Title ("Escrow Opening") which will be the start of County's due diligence. The time period of One Hundred and Fifty (150) calendar days from the date of Escrow Opening is defined as the "Due Diligence Period". The Due Diligence Period is for the County to perform its non-destructive testing/analysis and investigation on the suitability of the Property for County

purposes. This may include, but is not limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to conduct a Phase I environmental investigation; (3) boundary survey and utility location; (4) the right to perform a property analysis inclusive of any building inspections (structural, mechanical, plumbing, electrical, etc.). The County shall also have the right to conduct Phase II environmental investigations and other invasive inspection with the Seller's consent. The County shall submit a request ("Request") in writing for any invasive inspection to the Seller. Seller shall respond within three (3) business days of receipt of the Request or it shall be deemed approved.

The County shall have immediate access to the Property and have the right to enter the Property along with any third-party vendor to perform any inspection, investigation and/or testing.

The County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its Earnest Money Deposit ("EMD") from Fidelity Title without the need for Seller's written approval.

TERMS:

This Conditional Offer is made on behalf of the County. The escrow period shall begin upon Escrow Opening for a total of One Hundred Eighty (180) calendar days inclusive of a Due Diligence Period of One Hundred Fifty (150) calendar days defined as the "Escrow Period". The County shall have the right to complete the purchase ("Close of Escrow") any time during the Escrow Period. If the last day of the Escrow Period ends on a holiday or weekend day, then it shall automatically be moved to the next business day.

This Conditional Offer is contingent upon, but not limited to, the following to occur prior to the expiration of the Due Diligence Period:

(1) County obtaining an appraisal report completed by a Nevada licensed appraiser that states the fair market value of the Property is equal to or greater than the Purchase Price.

If the appraised value is less than the Purchase Price, then Seller and County may mutually agree to a new Purchase Price, or either Seller or County may cancel this transaction in writing to the other and County will receive an immediate refund of its EMD from Fidelity Title without a requirement for the Seller's written approval for the release of funds. If either Seller or County cancels this transaction due to appraised value being less than the Purchase Price then Seller and County are not responsible for any costs incurred by the other Party.

(2) County obtaining a Preliminary Title Report and any exceptions.
(3) Seller allowing County to enter the Property to perform inspections and due diligence on the Property.
(4) Seller providing County any property information in its possession such as recorded or unrecorded agreements, building plans, permits, reports, inspections, site surveys, and any materials related to the condition of the property, facility and its improvements.

As stated above, the County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its EMD from Fidelity Title without the need for Seller's written approval. The contingencies listed above are for informational purposes and do not limit the County's ability to cancel for any reason and without penalty whatsoever during the Due Diligence Period.

ADDITIONAL CONTINGENCY:

This Conditional Offer is also contingent upon obtaining the Clark County Board of County Commissioner's ("BCC") approval as required pursuant to Nevada Law. If the Conditional Offer is accepted by the Seller pursuant to all terms and contingencies ("Agreement"), this Agreement will be submitted to the BCC for approval prior to the expiration date of the Due Diligence Period. If this Agreement is not approved by the BCC, or the County elects to cancel during the Due Diligence Period

for any reason, the Agreement shall immediately become null and void and the Parties will be under no obligation to perform the obligations outlined in this Agreement; neither Party is entitled to any compensation or damages or other remedy for any reason, and the County shall be entitled to a full refund of the EMD from Fidelity Title without the need for Seller's written approval.

EARNEST MONEY DEPOSIT:

Upon acceptance of this Conditional Offer by Seller, the County shall open escrow and deposit a Fifty Thousand Dollar ($50,000) EMD with Fidelity Title within Ten (10) business days. The EMD will be fully refundable to the County during the One Hundred Fifty (150) calendar day Due Diligence Period. If the County exercises its unilateral right to cancel this transaction during the Due Diligence Period for any reason including, but not limited to, the BCC not approving this Agreement, as detailed above, then County will send written notification to Fidelity Title for the immediate release of the EMD to the County without a requirement for the Seller's written approval for the release of funds. If the County does not exercise its unilateral right to cancel during the Due Diligence Period and BCC approves this Agreement, then the EMD shall be applied toward the Purchase Price and become non-refundable to the County, except as otherwise outlined in this Agreement, unless Seller breaches this Agreement.

SELLER PROPERTY INFORMATION:

The Seller, if in Seller's possession, shall provide the County with any information related to this property within Ten (10) business days from the signing, and acceptance, of this Conditional Offer. The information shall include, but is not limited to, service or property agreements, environmental conditions, demolition plans, building plans, design/improvement plans, permits, inspection reports (building, soils, structural, mechanical, plumbing, electrical, etc.), site surveys, asbestos and/or hazardous materials inspections/reports, etc. inclusive of any information related to this Property.

BROKER COMMISSIONS:

The Parties represent and warrant to each other that no brokerage commission, finder's fee, or other compensation is due or payable with respect to the Agreement; however, Seller may pay a commission at its sole cost and expense and Seller hereby agrees to indemnify, defend, and hold the County harmless from and against any losses, damages, costs and expenses incurred by County by reason of any fee, claims, or commission of any broker Seller has used or engaged.

County shall not pay or be responsible for payment of any commission(s), Finder's Fee, or other compensation to real estate agents/brokers or others for this Agreement, or any and all costs associated with delivering clear title.

ESCROW REQUIREMENTS:

This Conditional Offer shall be consummated through an escrow established with Fidelity Title Company ("Title Company"). Escrow Officer Kristen Haynes will handle monetary disbursement and document processing at the Close of Escrow. County shall open escrow and deposit EMD within Ten (10) business days of acceptance of this Conditional Offer. Close of Escrow shall occur within One Hundred Eighty (180) calendar days or sooner of Escrow Opening if all conditions have been satisfied by the Parties. In the event Seller does not provide Title Company necessary information and documentation in order to facilitate a timely closing of this transaction and Close Of Escrow does not occur by the end of the Escrow Period, then County shall be entitled to an immediate full refund and return of its EMD without written approval from Seller and may pursue Seller for actual damages incurred by County as further explained herein. If escrow fails to close within One Hundred Eighty (180) calendar days, it shall only be extended per the Parties mutual agreement in writing to extend the Escrow Period. The Parties agree to execute and deliver to Title Company such additional and supplemental instructions as Title Company may require providing clarification of Title Company's duties under this Agreement. At Close of Escrow, Seller shall execute and deliver to County, a good and sufficient Grant, Bargain and Sale Deed in a form acceptable to the Parties, conveying good, valid, marketable and insurable fee title to the Property.

TITLE POLICY:

Within Ten (10) business days of Close of Escrow and at Seller's expense, Title Company will provide the County with a CLTA standard coverage owner's policy of title insurance ("Title Policy") insuring County's ownership interest in the Property in the amount of the Purchase Price, subject to only standard policy printed form exceptions and the permitted exceptions of record, if any. At County's discretion and expense, it may elect to acquire Title Policy endorsements and/or ALTA extended coverage title insurance.

REPRESENTATIONS:

Seller agrees to provide unconditional lien releases from its contractors at Close of Escrow for any improvements which may be under construction at the time this Conditional Offer is being made, if any. Seller represents that no other contractors have performed work during any operative statutory period.

Seller represents to the best of its knowledge the Property is in compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

Seller represents that there are no actions, suits, claims, proceedings or investigations pending or, to the best of Seller's knowledge, threatened against or affecting the Property. Seller agrees to indemnify, defend and hold harmless County, and its officers, employees, agents and contractors from and against any and all liability, claims, demands, damages and costs of any kind, including attorney's fee, arising out of or in connection with any incident that occurred on or arose in connection with the Property, during Seller's ownership of the Property. The representations, and agreements made herein will survive the Escrow Closing.

CLOSING COSTS:

The Seller shall pay for the CLTA Owner's Title Policy and ½ of escrow fees. County shall pay the costs associated with obtaining an ALTA extended title insurance policy, any title policy endorsement, ½ of escrow fees and normal recording fees. Seller will pay for any reconveyance and lien release fees or unpaid real property taxes or other items as may be necessary to clear title to the Property. The following items to be prorated as of the Close of Escrow: property taxes, sewer, water, power, gas, and trash. Rents or other deposits to be further addressed in escrow documents.

GOVERNING LAW:

This Agreement shall be constructed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

The Parties hereby consent to the jurisdiction of the state courts of the State of Nevada for any dispute involving this Agreement. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. If it is determined by a court of competent jurisdiction that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and bind the Parties according to its terms. No modification of, or amendment to, this Agreement (including any implied waiver) shall be effective unless in writing signed by all Parties hereto. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the Parties with respect thereto.

DEFAULT/REMEDIES:

The breach of any term of this Agreement by Seller or Buyer shall be deemed a "Default" as follows: If a Party fails to pay money as due hereunder, a Default shall be deemed to have occurred if that Party does not make the payment in full within ten (10) days after such payment is due (except there shall be no grace period for either Party's breach of the covenant to purchase or sell the Property on the closing date). In the case of a breach of any other obligation hereunder, a Default shall be deemed to have occurred if that Party fails to cure such breach within fifteen (15) days of written notice (the "Default Notice") from the other Party specifying such breach and the action required to cure such breach. The following remedies shall apply in the event of Default under this Agreement:

1.1. BUYER DEFAULT. IF BUYER DEFAULTS IN ITS OBLIGATION TO PURCHASE THE PROPERTY AFTER THE DUE DILIGENCE PERIOD HAS EXPIRED, SELLER WILL BE DAMAGED BUT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGE WHICH WOULD BE BASED ON OPINIONS OF VALUES WHICH COULD VARY SIGNIFICANTLY. THE PARTIES AGREE THAT IN THE EVENT OF SUCH DEFAULT, SELLER SHALL RECEIVE, AS SELLER'S SOLE REMEDY, BUYER'S EMD, AS LIQUIDATED DAMAGES WHICH REPRESENTS THE PARTIES' FAIR AND REASONABLE BEST ESTIMATE OF THE SELLER'S ACTUAL DAMAGES IN SUCH EVENT OF DEFAULT. CANCELLATION OF THIS AGREEMENT DURING THE DUE DILIGENCE PERIOD BY COUNTY FOR ANY REASON SHALL NOT BE CONSIDERED A DEFAULT OF THIS AGREEMENT.

1.2. SELLER'S DEFAULT. IF SELLER IS IN DEFAULT OF SELLER'S COVENANT TO SELL THE PROPERTY TO BUYER, OR IF SELLER IS OTHERWISE IN DEFAULT BEFORE THE CLOSE OF ESCROW, BUYER SHALL HAVE ANY AND ALL REMEDIES AVAILABLE BY LAW INCLUIDNG, BUT NOT LIMITED TO (1) TERMINATE THIS AGREEMENT, IN WHICH CASE THE EMD SHALL BE RETURNED TO BUYER AND BUYER SHALL RECOVER BUYER'S ACTUAL AND VERIFIABLE OUT OF POCKET EXPENSES REASONABLY INCURRED BY BUYER IN CONNECTION WITH THE PROPERTY, INCLUDING LEGAL FEES, (2) INITIATE AN ACTION FOR SPECIFIC PERFORMANCE WHICH INCLUDES THE RIGHT TO RECORD A NOTICE OF PENDING ACTION IN CONNECTION THEREWITH.

NOTICES:

No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless (1) personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), (2) delivered by air courier next-day delivery (e.g. Federal Express), (3) delivered by mail, sent by registered or certified mail, return receipt requested; or (4) tele-copied, as follows:

If to Seller, to:

820 Rancho Lane, LLC.
PO Box 4034
Laguna Beach, CA 92652

If to Buyer, to:

Clark County Real Property Management
Attention: Director
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89155-1825
Phone: (702) 455-4616
Fax: (702) 455-5817

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second business day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third business day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices tele-copied shall be deemed delivered the same business day received. The addresses, addressees, and telecopy number for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee and telecopy number stated by written notice or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

TIME IS OF THE ESSENCE:

Time is of the essence for this Conditional Offer as it will expire on Monday April 24th, 2023, at 5:00 p.m. and become null and void if the Seller does not respond. All Parties shall perform their obligations under this Agreement strictly within the required time frames.

This letter confirms the mutual understanding of the Parties with respect to the matters contained herein. Please confirm your acceptance of the Agreement by signing and returning the same. If the County does not receive a fully executed original of this letter by 5:00pm Monday April 24th, 2023, this Conditional Offer will be deemed withdrawn and be of no further force or effect. If you have any questions, concerning any aspects of this Conditional Offer, please contact Bob Tomiyasu at (702) 455-0110 or Jaime Leary at (702) 455-2465.

Respectfully,

Lisa Kremer
Director of Clark County Real Property Management

Approved as to form:

_____
Nichole Kazimirovicz
Deputy District Attorney

ACCEPTANCE:

The undersigned accepts Clark County's Conditional Offer as written above pursuant to all terms and contingencies. This Conditional Offer embodies all the consideration agreed to between Clark County and the undersigned.

820 Rancho Lane, LLC.

Signature: _____

Print Name:

Title:

Date: _____

Signature: _____

Print Name:

Title:

Date: _____

Cc: Randall J. Tarr, Deputy County Manager
Nichole Kazimirovicz, Deputy District Attorney
Bob Tomiyasu, Property Acquisition Administrator
Jaime Leary, Right of Way Agent II
Shirley Hudgins-Brown, Right of Way Agent I

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

Issue:	**Purchase of Real Property at 2101 West Charleston, Las Vegas, NV 89102**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

Fund #: N/A
Fund Center: N/A
Description: 2101 West Charleston Acquisition
Bid/RFP/CBE: N/A
Term: N/A
Amount: NTE $1,136,900.00
Out Clause: Due Diligence Period

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

BACKGROUND:

This request is for approval to execute necessary documents for the purchase ofproperty located on approximately 1.45 acres of vacant undeveloped land (APN 162-04-101-006) located in the southeast quadrant of Charleston Boulevard and Rancho Drive, Las Vegas, NV 89102. The purchase transaction is between Clark County Real Property Management ("Clark County") and Bella Exploration Inc.; however, the property will be utilized exclusively by UMC. The UMC Board of Hospital Trustees will ultimately be presented with the final sale documents once final, however UMC staff requests UMC Governing Board authority for the Chief Executive Officer to execute documents necessary, if any, to complete the purchase transaction.

The purchase price for the property is $1,136,900.00, and the escrow period will begin upon escrow opening for One Hundred Eighty (180) calendar days inclusive of a due diligence period of One Hundred Fifty (150) calendar days. Either party may cancel this transaction for any reason during the due diligence period with a written notice to the other.

Cleared for Agenda
July 19, 2023

Agenda Item #
14

Department of Real Property Management
Property Management and Acquisition Division

500 S Grand Central Pky 4th Fl • Box 551825 • Las Vegas NV 89155-1825
(702) 455-4616 • Fax (702) 455-4055

Lisa Kremer, Director • Shauna Bradley, Deputy Director

March 30th, 2023

VIA CERTIFIED MAIL # 9489 0090 0027 6091 9174 90

Bella Exploration Inc.
100 Rancho Circle
Las Vegas, NV 89107

RE: CONDITIONAL OFFER TO PURCHASE REAL PROPERTY
(2101 West Charleston Boulevard, Las Vegas, NV 89102)
ASSESSOR'S PARCEL NUMBER 162-04-101-006

Dear Property Owner:

Please consider this Clark County's Conditional Offer to Purchase Real Property (the "Conditional Offer") with respect to the above referenced property, subject to the following terms and conditions.

PARTIES:

This Conditional Offer is made by Clark County, a Political Subdivision of the State of Nevada ("County"), to Bella Exploration Inc. ("Seller") (Individually a "Party" and collectively the "Parties").

LOCATION AND DESCRIPTION:

The Property for which this Conditional Offer is being made consists of +/-1.45 acres of vacant undeveloped land (APN 162-04-101-006) located in the Southeast quadrant of Charleston Boulevard and Rancho Drive, Las Vegas, NV 89102, Clark County as further described in Exhibit A ("Property") attached hereto and incorporated herein by reference.

INTEREST TO BE ACQUIRED:

The Conditional Offer is for a fee simple interest in the Property, free of liens and encumbrances, subject to only standard title policy printed form exceptions and the permitted exceptions of record, if any.

AMOUNT OF OFFER:

On behalf of the County, the sale and purchase price for the Property shall be a cash offer of One Million One Hundred Thirty-Six Thousand Nine Hundred Dollars ($1,136,900) ("Purchase Price").

DUE DILIGENCE PERIOD:

The County will open escrow with Fidelity Title ("Escrow Opening") which will be the start of County's due diligence. The time period of One Hundred and Fifty (150) calendar days from the date of Escrow Opening is defined as the "Due Diligence Period". The Due Diligence Period is for the County to perform its non-destructive testing/analysis and investigation on the suitability of the Property for County purposes. This may include, but is not limited to, (1) the right to conduct geotechnical, biological and

cultural resource investigations; (2) the right to conduct a Phase I environmental investigation; (3) boundary survey and utility location; (4) the right to perform a property analysis inclusive of any building inspections (structural, mechanical, plumbing, electrical, etc.). The County shall also have the right to conduct Phase II environmental investigations and other invasive inspection with the Seller's consent. The County shall submit a request ("Request") in writing for any invasive inspection to the Seller. Seller shall respond within three (3) business days of receipt of the Request or it shall be deemed approved.

The County shall have immediate access to the Property and have the right to enter the Property along with any third-party vendor to perform any inspection, investigation and/or testing.

The County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its Earnest Money Deposit ("EMD") from Fidelity Title without the need for Seller's written approval.

TERMS:

This Conditional Offer is made on behalf of the County. The escrow period shall begin upon Escrow Opening for a total of One Hundred Eighty (180) calendar days inclusive of a Due Diligence Period of One Hundred Fifty (150) calendar days defined as the "Escrow Period". The County shall have the right to complete the purchase ("Close of Escrow") any time during the Escrow Period. If the last day of the Escrow Period ends on a holiday or weekend day, then it shall automatically be moved to the next business day.

This Conditional Offer is contingent upon, but not limited to, the following to occur prior to the expiration of the Due Diligence Period:

(1) County obtaining an appraisal report completed by a Nevada licensed appraiser that states the fair market value of the Property is equal to or greater than the Purchase Price.

If the appraised value is less than the Purchase Price, then Seller and County may mutually agree to a new Purchase Price, or either Seller or County may cancel this transaction in writing to the other and County will receive an immediate refund of its EMD from Fidelity Title without a requirement for the Seller's written approval for the release of funds. If either Seller or County cancels this transaction due to appraised value being less than the Purchase Price then Seller and County are not responsible for any costs incurred by the other party.

(2) County obtaining a Preliminary Title Report and any exceptions;
(3) Seller allowing County to enter the Property to perform inspections and due diligence on the Property;
(4) Seller providing County any property information in its possession such as recorded or unrecorded agreements, building plans, permits, reports, inspections, site surveys, and any materials related to the condition of the property, facility and its improvements.
~~(5) County to approve the cost of the seller's loan pre-payment penalty to be paid by County at Close of Escrow~~

As stated above, the County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its EMD from Fidelity Title without the need for Seller's written approval. The contingencies listed above are for informational purposes and do not limit the County's ability to cancel for any reason and without penalty whatsoever during the Due Diligence Period.

ADDITIONAL CONTINGENCY:

This Conditional Offer is also contingent upon obtaining the Clark County Board of County Commissioner's ("BCC") approval as required pursuant to Nevada Law. If the Conditional Offer is accepted by the Seller pursuant to all terms and contingencies ("Agreement"), this Agreement will be submitted to the BCC for approval prior to the expiration date of the Due Diligence Period. If this

Agreement is not approved by the BCC, or the County elects to cancel during the Due Diligence Period for any reason, the Agreement shall immediately become null and void and the Parties will be under no obligation to perform the obligations outlined in this Agreement; neither party is entitled to any compensation or damages or other remedy for any reason, and the County shall be entitled to a full refund of the EMD from Fidelity Title without the need for Seller's written approval.

EARNEST MONEY DEPOSIT:

Upon acceptance of this Conditional Offer by Seller, the County shall open escrow and deposit a Fifty Thousand Dollar ($50,000) EMD with Fidelity Title within Ten (10) business days. The EMD will be fully refundable to the County during the One Hundred Fifty (150) calendar day Due Diligence Period. If the County exercises its unilateral right to cancel this transaction during the Due Diligence Period for any reason including, but not limited to, the BCC not approving this Agreement, as detailed above, then County will send written notification to Fidelity Title for the immediate release of the EMD to the County without a requirement for the Seller's written approval for the release of funds. If the County does not exercise its unilateral right to cancel during the Due Diligence Period and BCC approves this Agreement, then the EMD shall be applied toward the Purchase Price and become non-refundable to the County, except as otherwise outlined in this Agreement, unless Seller breaches this Agreement.

SELLER PROPERTY INFORMATION:

The Seller, if in Seller's possession, shall provide the County with any information related to this property within Ten (10) business days from the signing, and acceptance, of this Conditional Offer. The information shall include, but is not limited to, service or property agreements, environmental conditions, demolition plans, building plans, design/improvement plans, permits, inspection reports (building, soils, structural, mechanical, plumbing, electrical, etc.), site surveys, asbestos and/or hazardous materials inspections/reports, etc. inclusive of any information related to this Property.

BROKER COMMISSIONS:

The Parties represent and warrant to each other that no brokerage commission, finder's fee, or other compensation is due or payable with respect to the Agreement; however, Seller may pay a commission at its sole cost and expense and Seller hereby agrees to indemnify, defend, and hold the County harmless from and against any losses, damages, costs and expenses incurred by County by reason of any fee, claims, or commission of any broker Seller has used or engaged.

County shall not pay or be responsible for payment of any commission(s), Finder's Fee, or other compensation to real estate agents/brokers or others for this Agreement, or any and all costs associated with delivering clear title.

ESCROW REQUIREMENTS:

This Conditional Offer shall be consummated through an escrow established with Fidelity Title Company ("Title Company"). Escrow Officer Kristen Haynes will handle monetary disbursement and document processing at the Close of Escrow. County shall open escrow and deposit EMD within Ten (10) business days of acceptance of this Conditional Offer. Close of Escrow shall occur within One Hundred Eighty (180) calendar days or sooner of Escrow Opening if all conditions have been satisfied by the Parties. In the event Seller does not provide Title Company necessary information and documentation in order to facilitate a timely closing of this transaction and Close Of Escrow does not occur by the end of the Escrow Period, then County shall be entitled to an immediate full refund and return of its EMD without written approval from Seller and may pursue Seller for actual damages incurred by County as further explained herein. If escrow fails to close within One Hundred Eighty (180) calendar days, it shall only be extended per the Parties mutual agreement in writing to extend the Escrow Period. The Parties agree to execute and deliver to Title Company such additional and supplemental instructions as Title Company may require providing clarification of Title Company's duties under this Agreement. At Close of Escrow,

Seller shall execute and deliver to County, a good and sufficient Grant, Bargain and Sale Deed in a form acceptable to the Parties, conveying good, valid, marketable and insurable fee title to the Property.

TITLE POLICY:

Within Ten (10) business days of Close of Escrow and at Seller's expense, Title Company will provide the County with a CLTA standard coverage owner's policy of title insurance ("Title Policy") insuring County's ownership interest in the Property in the amount of the Purchase Price, subject to only standard policy printed form exceptions and the permitted exceptions of record, if any. At County's discretion and expense, it may elect to acquire Title Policy endorsements and/or ALTA extended coverage title insurance.

REPRESENTATIONS:

Seller agrees to provide unconditional lien releases from its contractors at Close of Escrow for any improvements which may be under construction at the time this Conditional Offer is being made, if any. Seller represents that no other contractors have performed work during any operative statutory period.

Seller represents to the best of its knowledge the Property is in compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

Seller represents that there are no actions, suits, claims, proceedings or investigations pending or, to the best of Seller's knowledge, threatened against or affecting the Property. Seller agrees to indemnify, defend and hold harmless County, and its officers, employees, agents and contractors from and against any and all liability, claims, demands, damages and costs of any kind, including attorney's fee, arising out of or in connection with any incident that occurred on or arose in connection with the Property, during Seller's ownership of the Property. The representations, and agreements made herein will survive the Escrow Closing.

CLOSING COSTS:

The Seller shall pay for the CLTA Owner's Title Policy and ½ of escrow fees. County shall pay the costs associated with obtaining an ALTA extended title insurance policy, any title policy endorsement, ½ of escrow fees and normal recording fees. Seller will pay for any reconveyance and lien release fees or unpaid real property taxes or other items as may be necessary to clear title to the Property. The following items to be prorated as of the Close of Escrow: property taxes, sewer, water, power, gas, and trash. Rents or other deposits to be further addressed in escrow documents.

GOVERNING LAW:

This Agreement shall be constructed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

The Parties hereby consent to the jurisdiction of the state courts of the State of Nevada for any dispute involving this Agreement. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. If it is determined by a court of competent jurisdiction that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and bind the Parties according to its terms. No modification of, or amendment to, this Agreement (including any implied waiver) shall be effective unless in writing signed by all Parties hereto. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the Parties with respect thereto.

DEFAULT/REMEDIES:

The breach of any term of this Agreement by Seller or Buyer shall be deemed a "Default" as follows: If a Party fails to pay money as due hereunder, a Default shall be deemed to have occurred if that Party does not make the payment in full within ten (10) days after such payment is due (except there shall be no grace period for either Party's breach of the covenant to purchase or sell the Property on the closing date). In the case of a breach of any other obligation hereunder, a Default shall be deemed to have occurred if that Party fails to cure such breach within fifteen (15) days of written notice (the "Default Notice") from the other Party specifying such breach and the action required to cure such breach. The following remedies shall apply in the event of Default under this Agreement:

1.1. BUYER DEFAULT. IF BUYER DEFAULTS IN ITS OBLIGATION TO PURCHASE THE PROPERTY AFTER THE DUE DILIGENCE PERIOD HAS EXPIRED, SELLER WILL BE DAMAGED BUT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGE WHICH WOULD BE BASED ON OPINIONS OF VALUES WHICH COULD VARY SIGNIFICANTLY. THE PARTIES AGREE THAT IN THE EVENT OF SUCH DEFAULT, SELLER SHALL RECEIVE, AS SELLER'S SOLE REMEDY, BUYER'S EMD, AS LIQUIDATED DAMAGES WHICH REPRESENTS THE PARTIES' FAIR AND REASONABLE BEST ESTIMATE OF THE SELLER'S ACTUAL DAMAGES IN SUCH EVENT OF DEFAULT. CANCELLATION OF THIS AGREEMENT DURING THE DUE DILIGENCE PERIOD BY COUNTY FOR ANY REASON SHALL NOT BE CONSIDERED A DEFAULT OF THIS AGREEMENT.

1.2. SELLER'S DEFAULT. IF SELLER IS IN DEFAULT OF SELLER'S COVENANT TO SELL THE PROPERTY TO BUYER, OR IF SELLER IS OTHERWISE IN DEFAULT BEFORE THE CLOSE OF ESCROW, BUYER SHALL HAVE ANY AND ALL REMEDIES AVAILABLE BY LAW INCLUIDNG, BUT NOT LIMITED TO (1) TERMINATE THIS AGREEMENT, IN WHICH CASE THE EMD SHALL BE RETURNED TO BUYER AND BUYER SHALL RECOVER BUYER'S ACTUAL AND VERIFIABLE OUT OF POCKET EXPENSES REASONABLY INCURRED BY BUYER IN CONNECTION WITH THE PROPERTY, INCLUDING LEGAL FEES, (2) INITIATE AN ACTION FOR SPECIFIC PERFORMANCE WHICH INCLUDES THE RIGHT TO RECORD A NOTICE OF PENDING ACTION IN CONNECTION THEREWITH.

NOTICES:

No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless (1) personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), (2) delivered by air courier next-day delivery (e.g. Federal Express), (3) delivered by mail, sent by registered or certified mail, return receipt requested; or (4) tele-copied, as follows:

If to Seller, to:

Bella Exploration Inc.
100 Rancho Circle
Las Vegas, NV 89107

If to Buyer, to:

Clark County Real Property Management
Attention: Director
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89155-1825
Phone: (702) 455-4616
Fax: (702) 455-5817

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second business day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third business day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices tele-copied shall be deemed delivered the same business day received. The addresses, addressees, and telecopy number for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee and telecopy number stated by written notice or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

TIME IS OF THE ESSENCE:

Time is of the essence for this Conditional Offer as it will expire on Thursday April 6th, 2023, at 5:00 p.m. and become null and void if the Seller does not respond. All Parties shall perform their obligations under this Agreement strictly within the required time frames.

This letter confirms the mutual understanding of the Parties with respect to the matters contained herein. Please confirm your acceptance of the Agreement by signing and returning the same. If the County does not receive a fully executed original of this letter by 5:00pm Thursday April 6th, 2023, this Conditional Offer will be deemed withdrawn and be of no further force or effect. If you have any questions, concerning any aspects of this Conditional Offer, please contact Bob Tomiyasu at (702) 455-0110.

Respectfully,

Lisa Kremer
Director of Clark County Real Property Management

Approved as to form:

Nichole Kazimirovicz
Deputy District Attorney

ACCEPTANCE:

The undersigned accepts Clark County's Conditional Offer as written above pursuant to all terms and contingencies. This Conditional Offer embodies all the consideration agreed to between Clark County and the undersigned.

Bella Exploration Inc.

Signature: _____

Print Name: Luis Dranow, Jr

Title: See.

Date: 4/7/23

Signature: _____

Print Name:

Title:

Date: _____

Cc: Randall J. Tarr, Deputy County Manager
Nichole Kazimirovicz, Deputy District Attorney
Bob Tomiyasu, Property Acquisition Administrator
Jaime McGinty, Right of Way Agent II
Shirley Hudgins-Brown, Right of Way Agent I

Property Information

Parcel: 16204101006
Owner Name(s): BELLA EXPLORATION INC
Site Address: 2101 W CHARLESTON BLVD
Jurisdiction: Las Vegas - 89102
Sale Date: 04/2004
Sale Price: $1,000,000
Estimated Lot Size: 1.45
Recorded Doc Number:

Print

Aerial Flight Date: 2023-02-17

Zoning and Planned Land Use

Legal Description

Ownership

Flood Zone

Elected Officials

Links

Current Tool: Select Property

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

Issue:	**Amendment No. 4 to Services Agreement with Comprehensive Care Services, Inc. for perfusion services**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment No. 4 to Services Agreement with Comprehensive Care Services, Inc. for perfusion services; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000702100
Funded Pgm/Grant: N/A
Description: Perfusion and Related Services
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO
Term: Amendment 4 – same Term
Amount: Amendment 4 – additional $3,593,016.68; Total cumulative $14,144,591.68
Out Clause: 90 days w/o cause

BACKGROUND:

On August 31, 2022, the Governing Board approved the Services Agreement with Comprehensive Care Services, Inc. ("CCS") to provide qualified technicians to perform perfusion services on an as-needed basis, and necessary equipment. UMC agreed to compensate CCS an estimated $3,500,000.00 per year for the period from September 1, 2022 through August 31, 2025. Either party may terminate this Agreement without cause with a 90-day written notice to the other. Amendment No. 1, effective September 1, 2022, updated Exhibit D to add disposables. Amendment No. 2, effective April 21, 2023, updated the fee schedule to add Physician Consulting and Program Evaluation Services. Amendment No. 3, effective May 3, 2023, updated Exhibit D to add disposables.

This Amendment No. 4 requests to increase the funding by an additional $3,593,016.68, update the fee schedule for TAVR and ECMO to utilize perfusion services, Exhibit B. Continuous Quality Assessment and Performance Improvement Activities, and Exhibit D. Disposables. Staff also requests authority for the CEO to exercise extension options or execute amendments to this agreement if deemed beneficial to UMC.

Cleared for Agenda
July 19, 2023

Agenda Item #
15

This Amendment is being entered into pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

CCS is not currently required to hold a Clark County business license.

AMENDMENT NO. 4 TO SERVICES AGREEMENT

Effective as of August 1, 2023, (the "Amendment Effective Date") **University Medical Center of Southern Nevada** hereinafter referred to as ("PARTICIPANT") and **Comprehensive Care Services, Inc.**, hereafter referred to as ("VENDOR"), having its principal place of business at 45211 Helm St. Plymouth, Michigan 48170, hereby agree to amend their Services Agreement for perfusion services as follows:

RECITALS

WHEREAS this Amendment is subject to the terms of the purchasing agreement between Vendor and HealthTrust Purchasing Group, L.P., dated April 1, 2019 ("Purchasing Agreement");

WHEREAS the Participant and Vendor have executed a Services Agreement and Amendment with an effective date of September 1,2022; which was subsequently amended with Amendment 2, effective April 21, 2023; and Amendment 3, effective May 03, 2023 (collectively, the "Service Agreement" and together with the Purchasing Agreement, the "Agreement"); and

WHEREAS the Participant and Vendor desire to further amend the Service Agreement, to memorialize their mutual intent to revise and replace Attachment 1, Exhibit A, Exhibit B, and Exhibit D of the original Agreement.

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

1. **Recitals.** The Recitals are a material part of this Amendment 4 and are incorporated herein by reference.

2. **Attachment 1 Professional Services Fee Schedule:** Effective the "Amendment Effective Date" both parties agree to amend #1 Monthly Perfusion Professional Service, Attachment 1 attached.

3. **Exhibit A FTE Matrix** – referenced in Monthly Perfusion Professional Service: Effective the "Amendment Effective Date" both parties agree to delete in its entity the FTE Matrix – referenced in Monthly Perfusion Professional Service and replace with the revised FTE Matrix – referenced in Monthly Perfusion Professional Service, Exhibit A attached.

4. **Exhibit B Continuous Quality Assessment and Performance Improvement Activities:** Effective the "Amendment Effective Date" both parties agree to delete in its entity the Continuous Quality Assessment and Performance Improvement Activities and replace with the revised Continuous Quality Assessment and Performance Improvement Activities, Exhibit B attached.

5. **Exhibit D Disposables** Effective the "Amendment Effective Date" both parties agree to amend the Exhibit D to add additional disposable products as reflected on the Exhibit D attached, which shall be incorporated into and made a part of the existing Exhibit D to the Agreement.

Continuing Effect. Except as modified by this Amendment 4, the terms and conditions of the original Agreements and Addendums remain in full force and effect.

In Witness Whereof, the parties have signed the Amendment 4 to be effective as of the Amendment Effective Date.

Signature page follows

Vendor:	Participant:
Comprehensive Care Services, Inc.	University Medical Center of Southern Nevada
BY: Patricia Fanelli	BY: _____
ITS: Chief Clinical Officer	ITS: CEO
DATE: July 12/2023	DATE: _____

Attachment 1

PROFESSIONAL SERVICES FEE SCHEDULE

Description

1. **Monthly Perfusion Professional Service [90081].....$84,000.00**
   Includes:
   - Open Heart Service for On bypass [90999], Off bypass [91098], TAVR Standby[92024], TAVR Converted to On-pump [90161], or Standby [90039]
     Procedures up to **420** cases per year
   - Each Included Procedure > **420** per year shall be billed at.....**$ 1,250.00**
   - Auto-transfusion Professional Perfusion Services during Open Heart Procedures [91115]
   - Platelet Rich Plasma Professional Perfusion Service During Open-Heart Procedure [91224]
   - Intra-aortic Balloon Pump Professional Perfusion Service when required [90974]
   - Moderately complex point of care lab professional Service for open heart surgery (meeting or exceeding CAP, CLIA, and Joint Commission standards)
   - Provide data collection and quality assurance as deemed required for the Heart Program
   - Participation in committees recommended by Participant
   - Perfusion Departmental Management
   - Provision for up to 4.0 FTE; based on **EXHIBIT A**
   - On Call Coverage 24/7 365 days per year
   - Continuous quality improvement program **EXHIBIT B**
   - ECMO/ECLS services are not part of this monthly retainer. Please see numbers 4-6 below.
   - Vendor and Participant agree to amend this agreement to reasonably reflect any FTE requirement changes based on utilization and requested coverage; Furthermore, Vendor and Participant agree to meet annually to address FTE Requirements and Utilization.

EXHIBIT A

FTE Matrix – referenced in Monthly Perfusion Professional Service

Labor requirements at participant facility are calculated via the full time equivalent ("FTE") formula in table. below.

	Procedures (A)	# Procedures (B)	Avg. Hrs.(C)	Personnel Required (D)	Labor Hours (E)	FTE (F)
a.	OHS	347	6.5	2.5	5,639	3.0
b.	OPCAB,TAVR, Standby	104	4.0	1.0	416	0.2
c.	Call Weeknights	260	8.0	1.0	2,080	0.2
d.	Call Weekends	52	48.0	1.0	2,496	0.3
e.	Account Management	52	20.0	1.0	1,040	0.6
f.	Total					4.3

Open Heart Surgery ("OHS")

1. (B.a.) Enter the number of open-heart procedures performed annually.
2. (C.a.) Enter the average total procedure time (includes set-up to release) .
3. (D.a.)**Enter the number of perfusionist required per procedure per operating room ("OR").

    - Enter 1 for a primary perfusionist with no backup per OR.
    - Enter 1.5 for a primary perfusionist with backup on- site per OR.
    - Enter 2.0 for a primary perfusionist and secondary perfusionist per procedure (typically Pediatric, Robotic/MIS or any complex procedure requiring two (2) dedicated perfusionist) per OR.

    *(OHS) Procedure types can be broken out by row (Aa., Ab., etc.); follow steps one through three (1 - 3) for each row.
    **CCS adheres to AmSECT Standards and Guidelines for Perfusion Practice 2013, Standard 2.4. (n+1, where n=# of operating rooms or number of simultaneous procedures).

4. (C.c.): Account management; please enter average hrs. per/week allocated for all departmental operations (i.e., quality meetings, Point of Care Testing ("POCT") quality control, etc.).

5. Call Requirements: this calculation represents on-call requirements for twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Equivalent to two hundred sixty (260) weeknights and fifty-two (52) weekends.
    - (D.d.) Enter the number of perfusionist on call per weeknight (i.e., first call, second call, trauma, transplant, pedi, etc.).
    - (D.e.) Enter the number of perfusionist on call per weeknight (i.e. first call, second call, trauma, transplant, pedi, etc.).

EXHIBIT A

ATS/PRP/BMAC

6. (B.g..) Enter the number of ATS procedures performed annually outside of OHS.
7. (B,h..) Enter the number of PRP procedures performed annually outside of OHS.
8. (B.i..) Enter the number of BMAC procedures performed annually outside of OHS.
9. (C.g.-i.) Enter the average total procedure time (includes set-up to release).

Cost per FTE shall be determined based on , but no limited to perfusionist experience necessary/requested based on Participant facility services required/acuity as mutual agreed and acceptable by Participant; and fair market geographic cost of perfusionist.

EXHIBIT B

Continuous Quality Assessment and Performance Improvement Activities:

In order to provide the highest quality of patient care services and to comply with the Joint Commission requirement to measure and assess quality of outsourced patient care services, HOSPITAL and COMPANY shall cooperate with each other's quality assessment and performance improvement activities, including ongoing evaluation of the quality and appropriateness of COMPANY and HOSPITAL Services. The following specific measures will be established and monitored during the remaining term of this agreement:

- Patient K+ maintained ≤ 7.5 mEq
- Highest Glucose levels on CPB maintained ≤ 200
- Maintained SvO2 levels ≥ 60%
- Maintained Cardiac Index ≥ 1.6
- Lowest HCT on CPB ≥20

Specific targets for each of the above-specific measures will be agreed upon by both parties on an annual basis.

COMPANY to report the specific measures to HOSPITAL thirty (30) days after the end of each quarter.

As appropriate, the measures above may be revised or added to in order to support the highest quality of patient care services and to comply with Joint Commission requirements and will be mutually agreed upon by both COMPANY and HOSPITAL.

EXHIBIT D

DISPOSABLES

Drop Shipped

ITEM #	DESCRIPTION	PRICE EACH	QTY/BOX	CASE PRICE
050503000	ASY STR CONN 3/16 STRLE 24	$2.50	24	$60.00
050504000	ASY STR CONN 1/4 STRLE 24	$2.00	24	$48.00
050506000	ASY STR CONN 3/8 STRLE 24	$2.00	24	$48.00
050508000	ASY STR CONN 1/2 STRLE 24	$2.50	24	$60.00
050514000	ASY S/1/4" TO 3/16" RED 24	$2.50	24	$60.00
050516000	ASY CONN REDUCER 3/8 X 1/4 24	$2.00	24	$48.00
050518000	ASY CONN REDUCER 1/2 X 3/8 24	$2.50	24	$60.00
050523000	ASY CONN EQUAL 3/16 WYE 24	$3.00	24	$72.00
050524000	ASY Y CONN 1/4 X 1/4 X 1/4 24	$4.00	24	$96.00
050526000	ASY Y CONN 3/8 X 3/8 X 3/8 24	$4.00	24	$96.00
050528000	ASY Y CONN 1/2 X 1/2 X 1/2 STR 24	$2.50	24	$60.00
050529000	ASY RDC Y 1/2 X 3/8 X 3/8 STR 24	$2.00	24	$48.00
050604000	ASY 1/4 CONN W/LL STRLE 24	$3.50	24	$84.00
050606000	ASY 3/8 CONN W/LL STRLE 24	$3.50	24	$84.00
050900100	Aerosol Collection Set	$20.84	12	$250.00
0684-00-0254-15	Guide Wire	$246.00	1	$246.00
75-510-218	Water Tubing 25m	$384.00	1	$384.00
96530-117	17fr BioMedicus Cannula	$495.00	1	$495.00
96530-119	19 fr BioMedicus Cannula	$495.00	1	$495.00
96530-121	21 fr BioMedicus Cannula	$495.00	1	$495.00
96551	BioMedicus Insertion Kit Venous	$115.00	5	$575.00
CDI506	Gas Bottle A CDI 500	$73.00	1	$73.00
CDI507	Gas Bottle B CDI 500	$73.00	1	$73.00
DCJACT-N	Direct Check Normal ACT+	$15.40	15	$231.00
DCJACT-A	Direct Check Abnormal ACT+	$15.40	15	$231.00
H2O2 Strips	EMI.10337.0001 H202 Test Strips VWR International	$1.97	100	$198.00

DISPOSABLES

Consigned Disposables

ITEM NUMBER	ITEM DESCRIPTION	PRICE (each)
10005	Adapter Y Type 7.5in	$10.00
10009	Aortic Root Cannula	$22.00
10012	Cannula Aortic Root 12ga	$18.00
200-100	RAP Femoral Venous Cannula 22Fr	$493.00
200-150	RAP Femoral Venous Cannula 23/25	$493.00
3CXFX25REC	FX Oxy w Reservoir	$415.00
77791-01	X-Coated UMC Adult Perfusion Pack	$410.00
9108474	ATR 120 Collection Reservoir	$ 47.00
94115T	RCSP Cann 15Fr	$91.00
96530-115	15 fr Biomedicus Cannula	$474.00
96530-123	23 fr Biomedicus Cannula	$474.00
96530-125	25 fr Biomedicus Cannula	$474.00
96570-019	Art. Cann/Introducer Set 19fr	$293.00
96570-117	17fr BioMedicus Arterial/Jugular Cannula	$397.00
96570-121	21fr BioMedicus Arterial/Jugular Cannula	$393.00
96570-123	23fr BioMedicus Arterial/Jugular Cannula	$397.00
96570-125	25fr BioMedicus Arterial/Jugular Cannula	$393.00
96600-119	Bio-Medicus Cannula 19fr	$533.00
96600-121	Bio-Medicus Cannula 21fr	$538.00
96600-123	Bio-Medicus Cannula 23fr	$533.00
96600-125	Bio-Medicus Cannula 25fr	$561.00
VT-89413	13fr Vent	$25.00
VT-89418	Left Ventricular Vent	$25.00

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

Issue:	**Fourth Amendment of Lease and Extension of Term with Mark Street Property, LLC and Richard and Joylin Vandenberg 1990 Living Trust**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fourth Amendment of Lease and Extension of Term with Mark Street Property, LLC and Richard and Joylin Vandenberg 1990 Living Trust for rentable space for the UMC Sunset Quick Care and Primary Care at 525 Marks Street; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000731000
Funded Pgm/Grant: N/A
Description: Sunset QC & PC Lease
Bid/RFP/CBE: N/A
Term: Amendment 4 – extend for 5 years from 9/1/2023 to 8/31/2028
Amount: Amendment 4 – additional $1,460,485.80; total cumulative NTE $8,396,509.76
Out Clause: Subject to Article 15 (Budget Act and Fiscal Fund Out clauses)

BACKGROUND:

On February 18, 1997, the Board of Hospital Trustees approved a Lease Agreement with Richard and Joylin Vandenberg 1990 Living Trust dated June 22, 1990, Richard Vandenberg, Jr. and Joylin J. Vandenberg, Co-Trustees; and Mark Street Property, LLC (successor in interest to the Shirley F. Swanson 1990 Trust and the Ruth C. Ferron Irrevocable Trust) (collectively called "Landlord") for the Sunset Quick Care and Primary Care located at 525 Marks Street, Henderson, Nevada 89014. The term was from August 1, 1998 to July 31, 2008 with the option to renew for two, 5-year periods.

The First Amendment, dated March 4, 2008, exercised the first of two 5-year renewal options extending the lease through July 31, 2013. The Second Amendment, dated October 15, 2013, (i) exercised the second renewal option extending the lease through August 31, 2018, (ii) reduced the monthly rent from $26,418 to $21,694.68 and (iii) added another five (5) year renewal option. The Third Amendment, dated July 3, 2018, (i) exercised the last renewal option extending the lease through August 31, 2023, and (ii) modified the base rate to $22,128.57 per month ($2.60 per sq. ft.).

Cleared for Agenda
July 19, 2023

Agenda Item #
16

This Fourth Amendment requests to extend the term through August 31, 2028, with the option to purchase after three years. The amendment will also modify the base rent to $24,341.43 per month ($2.86 per sq. ft.), and change the minimum amount of liability insurance from one million dollars ($1,000,000.00) to two million dollars ($2,000,000.00).

UMC's COO and Ambulatory Services Director have reviewed and recommend 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 Landlord is not required to obtain a Clark County business license nor a vendor registration.

FOURTH AMENDMENT OF LEASE
AND EXTENSION OF TERM

THIS FOURTH AMENDMENT OF LEASE AND EXTENSION OF TERM ("**Agreement**") is made as of this ___ day of _____, 2023 ("**Effective Date**"), by and among the Richard and Joylin Vandenberg 1990 Living Trust dated June 22, 1990; and Mark Street Property, LLC, a Nevada limited liability company, successor in interest to the Shirley F. Swanson 1990 Trust and the Ruth C. Ferron Irrevocable Trust (collectively, the "**Landlord**") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a political subdivision of the State of Nevada ("**Tenant**").

RECITALS

A. Landlord's predecessor-in-interest (InterCapital Development Incorporated, a Nevada corporation) and Tenant entered into that certain Lease Agreement dated July 23, 1996, as amended by that certain Amendment One Lease Agreement dated March 4th, 2008, that certain Second Amendment of Lease and Extension of Term dated October 15th, 2013, and that certain Third Amendment of Lease and Extension of Term (collectively, the "**Lease**") for the lease of certain premises ("**Premises**"), in the City of Henderson, County of Clark, State of Nevada, a property commonly referred to as 525 Marks Street, Henderson, Nevada, 89014 or Sunset Quick Care, all as more particularly set forth in the Lease.

B. Landlord and Tenant desire to extend the Lease Term and amend the Lease as set forth herein.

TERMS

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms**. All initial capitalized terms used in this Agreement shall have the same meaning given such terms in the Lease, unless otherwise defined in this Agreement.

2. **Effective Date**. The changes to this Lease shall commence on the Effective Date, unless another date is expressly provided.

3. **Lease Term**. Section 1.05 shall be changed as follows:

The Lease Term shall be extended for an additional five (5) year period and shall end on August 31, 2028.

4. **Base Rent**. Section 1.08 shall be changed to add the following:

Base Rent shall be payable at the times and in the amounts set forth herein:

YEAR	ANNUAL MINIMUM RENT	MONTHLY MINIMUM RENT/SF	MONTHLY MINIMUM RENT
9/1/18 – 8/31/23	$265,542.84	$2.60	$22,128.57
9/1/23 – 8/31/28	$292,097.12	$2.86	$24,341.43

5. **Insurance**. The minimum amount of Liability Insurance called for in Section 4.04(a) of the Lease shall be changed from ONE MILLION DOLLARS ($1,000,000.00) to TWO MILLION DOLLARS ($2,000,000.00). The insurance policies called for in Section 4.04 of the Lease may be purchased by Tenant directly as long as such polices are procured not less than fifteen (15) days prior to expiration of each policy and certificates of insurance identifying the Landlord entities as additional insureds are delivered to Landlord within ten (10) days of each such purchase.

6. **Option to Extend Lease Term**. Section 2.02 shall be replaced with the following:

a. Option to Extend Lease Term. Providing that Tenant is not then in default of any of the terms and conditions of this Lease, Tenant shall have the option to extend the Lease Term for one (1) additional five (5) year period (the "**Option to Extend**") on the same terms and conditions as contained herein except that the amount of Base Rent shall be increased to the then current Fair Market Rent, and further providing that Tenant notifies Landlord in writing of its exercise of the Option to Extend no earlier than twelve (12) months prior and no later than six (6) months prior to the end of the then current Term.

b. Determination of Fair Market Rent. "**Fair Market Rent**" for the Option to Extend term shall be determined by Landlord, in its reasonable, good faith discretion based upon: (a) the base rental rates then being charged in the geographic location of the Premises; (b) for a lease term commencing on or about the commencement date of the extension term; and (c) taking into consideration any other relevant term or condition in making such evaluation, all as reasonably determined by Landlord.

7. **Option to Purchase**. Subject to the terms and provisions set forth below, effective as of September 1, 2026, Landlord/Seller hereby grants to Tenant/Buyer the exclusive right and option to purchase from Landlord/Seller the Premises (the "**Option to Purchase**").

a. **Notice of Exercise.** On a date (the "**Exercise Date**") at any time after three years from the Effective Date of this Agreement and up to six (6) months prior to the expiration of the Term of this Lease, Tenant may exercise this Option to Purchase the Property by delivery to Landlord of a notice (the "**Notice of Exercise**") in accordance with the notice provisions of this Lease.

b. **Terms and Conditions.** The Notice of Exercise shall be accompanied by (i) Tenant's proposed purchase price ("**Tenant Estimate**"), being the fair market value of the Property as of the Exercise Date, as determined in good faith by Tenant; and (ii) two copies of the form of purchase and sale agreement (the "**Purchase and Sale Agreement**") appended hereto as Exhibit "A", and signed by Tenant, with the Purchase Price left blank. Within ten (10) days of its receipt of the Notice of Exercise, the Landlord shall reply to the Notice of Exercise by written notice to

Tenant in accordance with the notice provisions of this Lease (the "**Reply Notice**"), accompanied by: (a) Landlord's proposed purchase price, being the fair market value of the Property as determined in good faith by Landlord; and (b) one fully signed copy of the Purchase and Sale Agreement. No rent or other amounts payable to Landlord/Seller under this Lease shall be applied towards the Purchase Price. All rights and obligations of Tenant and Landlord with respect to Tenant's purchase and sale of the Property other than the Purchase Price shall be as set forth in the Purchase and Sale Agreement, which when signed by Tenant and Landlord shall be a legally binding document, subject only to the mandatory process set forth herein for final determination of the Purchase Price.

c. **Fair Market Value.** The Purchase Price shall be the fair market value ("**FMV**") of the Property as of the Exercise Date, (i) as determined by agreement of the parties at any point prior to the Closing Date; or (ii) the value determined in accordance with the appraisal process set forth below.

d. **Minor Difference.** If the Purchase Price specified in the Exercise Notice is not more than 5% greater than the Purchase Price specified in the Reply Notice, the Purchase Price shall be deemed to be the average of the two amounts.

e. **First Negotiation Period.** If the FMV specified in the Reply Notice is more than 5% greater than the FMV specified in the Tenant Notice, Landlord and Tenant will promptly communicate with each other and present such further support for their respective positions as they wish to make available. They will continue to negotiate for a period of ten (10) days from the delivery of the Tenant Notice (the "**First Negotiation Period**"), attempting in good faith to resolve their differences.

f. **Landlord Appraiser.** If Landlord and Tenant are unable to resolve their differences within the First Negotiation Period, then within ten (10) days of the expiration of the First Negotiation Period Landlord shall retain a licensed commercial real estate appraiser ("**Landlord's Appraiser**") who is experienced in determining FMV for a commercial property comparable to the Property in a comparable location. Landlord will pay any costs of Landlord Appraiser.

g. **Tenant Appraiser.** Landlord shall deliver to Tenant the appraisal (the "**Landlord Appraisal**") prepared by Landlord's Appraiser within thirty (30) days of the expiration of the First Negotiation Period. Within forty (40) days of the expiration of the First Negotiation Period Tenant shall (i) accept the Purchase Price as determined by Landlord's Appraiser; or (ii) reject the FMV as so determined and notify Landlord that Tenant will obtain a second appraisal. If Tenant rejects the determination of Landlord's Appraiser, then within fifty (50) days of the expiration of the First Negotiation Period Tenant shall retain a licensed commercial real estate appraiser ("**Tenant Appraiser**") who is experienced in determining FMV for a commercial property comparable to the Property in a comparable location. Unless mutually agreed by Landlord and Tenant, Tenant Appraiser shall not be given a copy of the Landlord Appraisal. Tenant will pay any costs of Tenant Appraiser.

h. **Second Negotiation Period.** Tenant shall deliver to Landlord the appraisal prepared by Tenant Appraiser (the "**Tenant Appraisal**") within sixty (60) days of the expiration of the First Negotiation Period. If the determination of FMV in the

Tenant Appraisal is 90% or more than that of the Landlord Appraisal, the Purchase Price shall be the average of the FMV determined by the two appraisals. If the determination of the FMV in the Tenant's Appraisal is less than 90% of that of the Landlord Appraisal, then within eighty (80) days of the expiration of the First Negotiation Period (the "**Second Negotiation Period**") Landlord and Tenant shall negotiate in good faith to resolve their differences and agree on a FMV.

i. **Third Appraiser.** If Landlord and Tenant are not able to resolve their differences within eighty (80) days of the expiration of the First Negotiation Period, Landlord shall retain a third licensed commercial real estate appraiser (the "**Third Appraiser**") who is experienced in determining FMV of a comparable building in a comparable location. Unless mutually agreed by Landlord and Tenant, the Third Appraiser shall not be given a copy of either the Landlord Appraisal or the Tenant Appraisal. Landlord and Tenant will each pay 50% of any costs of Third Appraiser.

j. **Third Appraisal.** The Third Appraiser shall deliver its appraisal ("**Third Appraisal**") to Landlord and Tenant within one hundred (100) days of the expiration of the First Negotiation Period. Within one hundred ten (110) days of the termination of the of the First Negotiation Period, Landlord and Tenant shall negotiate in good faith to resolve their differences. If they are unable to resolve their differences, then the Purchase Price shall be deemed to be average of the two appraisals which are closest in amount.

k. **Sole and Exclusive Process.** Landlord and Tenant agree that the appraisal process set forth in this Section is the sole and exclusive process pursuant to which the Purchase Price shall be determined, and neither shall seek a remedy under any other provision of this Lease or at law unless the other party has failed to comply with the requirements of this Section.

l. **Delays.** If for any reason the appraisal process set forth in this Section is not concluded within one hundred twenty (120) days of the Exercise Date prior to the end of the then current Term of the Lease, this Lease shall not terminate but shall continue in effect under the existing terms until the Purchase Price is determined.

m. Each party shall cooperate with the other in connection with any 1031 tax deferred exchange that the other party desires to accomplish as part of the purchase and sale transaction contemplated hereunder, provided that (i) no party shall be obligated to take title to any other property, (ii) the Closing shall not be extended as a result thereof unless such extension is agreed to by both parties, in their sole and absolute discretion, and (iii) no party shall be obligated to incur any material cost or expense in connection with the other party's 1031 exchange.

n. Tenant/Buyer expressly agrees and acknowledges that, as the tenant of the Premises, it will be fully familiar with the condition of the Premises as of the date of its delivery of the Notice of Exercise, and that the Premises shall be sold by Landlord/Seller "AS IS" and "WHERE IS" with all faults, and without representation or warranty by Landlord/Seller or any other person. Tenant/Buyer shall have the right to undertake a physical inspection of the Premises and a Phase I Environmental Site Assessment, at its sole cost and expense, prior to delivery of

the Notice of Exercise if it desires. Tenant/Buyer shall be deemed to have satisfied itself with respect to all matters.

o. Any requested changes by Landlord/Seller to the Purchase and Sale Agreement attached to this Agreement shall be subject to final approval by Tenant/Buyer's Board of Hospital Trustees.

p. **Default.**

i. If either Landlord or Tenant shall default in the performance of their obligations under this Option to Purchase prior to the execution of the Purchase and Sale Agreement, the non-defaulting party shall have the rights and remedies set forth in this Lease.

ii. If either Landlord or Tenant shall default in its obligations under the Purchase and Sale Agreement, the non-defaulting party shall have the rights and remedies set forth in the Purchase and Sale Agreement.

iii. In the event of (i) or (ii) above, the defaulting party shall reimburse the non-defaulting party for any costs and expenses incurred in the exercise of this Option to Purchase.

iv. If Tenant delivers the Exercise Notice and thereafter fails to close on the purchase of the Property for any reason other than failure of a condition of closing pursuant to the Purchase and Sale Agreement, then, notwithstanding any other provision herein or in the Purchase and Sale Agreement, Landlord may not terminate this Lease because of Tenant's failure to close, provided that Tenant has and continues to perform all of its other obligations under this Lease. In this event Tenant's Option to Purchase the Property as set forth herein will be deemed terminated.

8. **No Offer**. This Agreement shall be effective only, and is expressly conditioned, upon the execution of this Agreement by Landlord and Tenant.

9. **Effect**. Except as expressly modified by this Agreement, the Lease shall remain unchanged and in full force and effect.

10. **Successors**. The provisions of this Agreement, to include all amendments, shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

LANDLORD:	**TENANT:**
Richard and Joylin Vandenberg 1990 Living Trust dated June 22, 1990, Joylin J. Vandenberg, Richard P. Vandenberg and Susan Vandenberg Bolton, Co-Trustees By: _____ Name: Joylin J. Vandenberg Its: Co-Trustee By: _____ Name: Richard P. Vandenberg Its: Co-Trustee By: Name: Susan Vandenberg Bolton Its: Co-Trustee Mark Street Property, LLC, a Nevada limited liability company By: _____ Name: Larry W. Swanson Its: Manager	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a political subdivision of the State of Nevada By: _____ Name: _____ Its: _____

EXHIBIT “A”

Purchase and Sale Agreement

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

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
July19, 2023

Agenda Item #
17