



UMC Audit and Finance Meeting

Wednesday, May 22, 2024 2:00 p.m.

UMC Trauma Building - Providence Suite - 5th Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
May 22, 2024 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 April 17, 2024. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

SECTION 2: BUSINESS ITEMS

4. Receive the monthly financial report for April FY24; and direct staff accordingly. *(For possible action)*
5. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*
6. Receive the quarterly update on the status of the FY24 CEO Performance goals; and direct staff accordingly. *(For possible action)*

7. Review and recommend for approval by the Governing Board the Fourth Amendment to the Hospital Service Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Amendment Number Six to Provider Services Agreement with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Amendments to Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
10. Review and recommend for ratification by the Governing Board the Fourth Amendment to Facility Participation Agreement with United Healthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for award by the Governing Board the Bid No. 2024-02, UMC Infusion Center Improvement Project PWP# CL-2024-298, to Blueprint Construction (NOTAJ0, LLC), the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
12. Review and recommend for award by the Governing Board RFP No. 2024-01 Documentation Retrieval Services to Claim Services, Inc.; approve the RFP No. 2024-01 Service Agreement; authorize the Chief Executive Officer to execute any extension options and future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for award by the Governing Board RFP 2023-05 Courier Services to B2B Delivery, LLC; approve the Agreement for RFP 2023-05 Courier Services; authorize the Chief Executive Officer to execute any extension options and future amendments within the not-to-exceed amount of the Agreement; or take action as deemed appropriate. *(For possible action)*
14. Review and recommend for approval by the Governing Board the First Amendment to Service Agreement for Release of Medical Information and Copying Services with MRO Corporation; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
15. Review and recommend for approval by the Governing Board the Fifth Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
16. Review and recommend for approval by the Governing Board the Agreement with Olpin Group, Inc. for the purchase of bed and equipment lift systems; or take action as deemed appropriate. *(For possible action)*
17. Review and recommend for approval by the Governing Board the Wholesale Product Purchase Agreement with Priority Healthcare Distribution, Inc. d/b/a CuraScript SD Specialty Distribution for the purchase of pharmaceutical and biological products; authorize the Chief Executive Officer to execute future amendments within the not-to-

exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

18. Review and recommend for approval by the Governing Board the Contract Closing Reconciliation with RABessler, M.D. P.C. d/b/a Sound Physicians of Nevada II; or take action as deemed appropriate. *(For possible action)*
19. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Ninth Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

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

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
April 17, 2024**

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

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

CALL TO ORDER

Board Members:

Present:

Robyn Caspersen
Dr. Donald Mackay
Jeff Ellis (via WebEx)
Harry Hagerty (via WebEx)
Mary Lynn Palenik (via WebEx)
Christian Haase (Via WebEx)

Absent:

None

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Frederick Lippmann, MD, Chief Medical Officer
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 March 20, 2024. (For possible action)

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2. BUSINESS ITEMS

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

DOCUMENTS SUBMITTED:

- March FY24 Financials

DISCUSSION:

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

Admissions were below budget 5%. Observation cases were 56% above budget. AADC was 553 and length of stay was 6.25 days.

Hospital acuity was 1.92 and Medicare CMI was 2.35.

Inpatient surgeries were 20% below budget and outpatient surgeries were 15% below budget. There were 18 transplants for the month. ER visits were below budget 18%; the key driver was pediatrics.

Approximately 23.75% of patients are being admitted from the ED.

Quick cares were about 9% below budget; Sunset, Nellis and Southern Highlands were the key drivers.

Primary cares are below budget, but are 11% above prior year.

There were 577 telehealth visits and 1,726 Ortho Clinic visits. Deliveries were down 16%.

Trended stats shows average length of stay continues to move in the right direction and is below the 12-month average. Medicare CMI was a record high. There were 18 transplant cases. ED admission to obs conversion rate is high at 23.75.

Inpatient payor mix trends showed commercial up 1%, Medicaid dropped approximately 2%. Emergency room trends shows commercial increased 1.5% and self-pay dropped 1.25%.

Payor mix by surgical cases showed inpatient surgeries down in self-pay down 1.22% and outpatient surgeries showed Medicaid down just under 5% and Medicare is up 4%.

The income statement showed net patient revenue was above budget \$3.9 million. Other revenue was below budget \$400K. Operating revenue exceeded budget \$3.5 million. Operating expenses exceeded budget \$3.6 million. Income from ops before depreciation and amortization exceeded budget by approximately \$700K. The March year-to-date summary income exceeds budget by \$20K. The income statement trended was shown as informational.

Salaries, wages and benefits exceeded budget \$1.2 million in labor. SWB as a percent of net was below budget 1.6%.

The trended stats for SWB were reviewed next. Opportunities to improve in premium labor and contract labor were discussed. We were running \$3.2 million in contract labor, primarily due to radiology. Ms. Wakem stated that contract labor is trending down.

In other expenses, we exceeded budget \$2.4 million, primarily due to supplies.

Key financial indicators were reviewed in profitability, labor, liquidity and cash collections. Profitability was in the green. Labor was in the red due to added service lines. Liquidity and cash collections were in the green. Day's cash on hand was in the green at 99.5 days. Cash collections were strong for the month. Cash collections and point of sale goal hit their goal. We saw a record cash collection month in March.

Cash flow for March showed \$52 million received for cash and payors for the month. There were no supplemental payments received for the month.

The balance sheet showed a slight decrease in cash.

FINAL ACTION TAKEN:

None taken.

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

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

1. 340B Revenue – In March 2024, the 8th Circuit US Court of Appeals upheld an Arkansas state act which prohibited drug manufacturers from restricting hospitals from 340B discounts. This was provided as informational. Nevada is a state with no protective legislation around 340B revenue.

2. Supplemental Payments – As of March 31st, there was approximately \$103 million outstanding. Approximately \$51 million was received in April. There is still about \$28 million outstanding. We are working with the state on reconciliation of these funds.
3. Medicaid DSH Cuts – On March 6, 2024, congressional action eliminated the proposed cuts for 2024, therefore, there will be no cuts to the DSH program this year.

FINAL ACTION TAKEN:

None taken

ITEM NO. 6 Review and recommend for approval by the Governing Board, the Proposed Final FY2025 Operating Budget to be submitted to Clark County, and discuss any changes; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- Proposed Final FY25 Budget

DISCUSSION:

Ms. Wakem provided an update on the proposed final budget for FY25.

A comparison of the preliminary and proposed final budget was shown. The only significant change was to the quick care statistics. The visit volume was decreased by 4,700 visits due to the anticipated closure of the Rancho Quick Care location. The volume expected to go to Centennial was reduced because of competition.

A breakdown of the FY25 budget income statement summary was reviewed. Net patient revenue was decreased by \$2.6 million. Operating expenses were increased by \$11.4 million due to an increase in labor and decrease in professional fees.

In labor, \$12 million was added; the key driver being the employed model for hospitalists and ED providers. Professional fees were reduced by \$2.3 million and FTEs were added to cover new service lines and changes in practices at UMC. Resident salaries increased an additional \$1.6 million.

There was continued discussion regarding the presentation going to the Governing Board next week.

FINAL ACTION TAKEN:

Recommend approval by the Governing Board of the final FY25 Operating Budget to be submitted to the County. Motion carried by unanimous vote.

ITEM NO. 7 Review and recommend for ratification by the Governing Board the Amendment One to the Hospital Agreement with Alignment Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Hospital Agreement – Amendment 1
- Disclosure of Ownership

DISCUSSION:

This is a request for ratification of Amendment One to extend the term through 2026.

FINAL ACTION TAKEN:

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

ITEM NO. 8 Review and recommend for approval by the Governing Board the First Amendment to the Value-Based Payment Programs with Molina Healthcare of Nevada, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Value Based Payment Programs - Amendment 1 – Redacted
- Disclosure of Ownership

DISCUSSION:

The Pay-For-Quality Bonus Program provided through Molina Healthcare, allows UMC to recognize incentives based on performance of providers who demonstrate best quality of care for program members. This is an amendment to extend the term of the agreement through December 2024. This will include two, 1-year renewal options.

FINAL ACTION TAKEN:

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

ITEM NO. 9 Review and recommend for approval by the Governing Board the Amendment One and Quote with Clinical Computer Systems, Inc. for OBIX Support Services and Perinatal Solutions; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Price Quotation - 45175465 R6 B – Redacted
- Support Agreement Amendment - Redacted
- Disclosure of Ownership

DISCUSSION:

This is an amendment and quote to extend the term of the agreement through December 2026 for licensing and support services, as well as provide additional funding.

FINAL ACTION TAKEN:

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

ITEM NO. 10 Review and recommend for approval by the Governing Board the Equipment Schedule No. 016 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Schedule 16- Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This Schedule 16 will exchange equipment items to provide UMC with the most up-to-date equipment. This will include service on all equipment received. This is a 48-month agreement.

FINAL ACTION TAKEN:

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

ITEM NO. 11 Review and recommend for approval by the Governing Board the Purchaser-Specific Agreement with Vero Biotech Inc. for tankless inhaled nitric oxide and accompanying services in NICU and PICU; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Purchaser-Specific Agreement
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This is new agreement with a new HPG specific vendor to provide tankless nitric oxide delivery. This is a 3-year agreement with termination with 180-days' notice. The agreement will take effect July 1, 2024.

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. 12 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) template for use with various providers; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Professional Services Agreement (Individual Diagnostic Radiology Coverage)

DISCUSSION:

This template was developed for use to contract with the various providers. Compensation has been determined to be fair market value. The contract is for a 1-year term with a 180-day termination notice. The contract template will require funding approval by the Board of Hospital Trustees. UMC estimates approximately ten providers may be contracted under this arrangement.

The Committee inquired why this professional service would use this arrangement as compared to the other PSA arrangements. Ms. Pitz responded that this framework is similar to previous on-call arrangements. This agreement is a format for teleradiology, as physicians may possibly reside out of state. This agreement would need BCC approval because of the funding threshold.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Board of Hospital Trustees 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 Professional Services Agreement for surgery services with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at UNLV; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Surgery Professional Services Agreement

DISCUSSION:

This is a request to enter into a new professional services agreement for general and specialized surgery services with the School of Medicine. This

request is for additional funding and will extend the term of the agreement through May 31, 2026 and includes two 1-year renewals.

A discussion ensued regarding the timeline of this agreement and how it correlates the term of the Affiliation Agreement.

FINAL ACTION TAKEN:

None

ITEM NO. 14 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Change Order with Philips Healthcare, a division of Philips North America LLC for the Catheterization Laboratory replacement project; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Cath Lab Change Order
- Disclosure of Ownership

DISCUSSION:

This change order is necessitated due to a change in construction building regulations adopted in 2023. UMC is required to modify our recovery room which is a requirement for licensure and to be compliant. The change order will provide for the construction modifications.

There was continued discussion regarding incremental costs incurred.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board of County Commissioners to approve the change order. Motion carried by unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 15 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (For possible action)

None

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

COMMENTS BY THE GENERAL PUBLIC:

SPEAKERS(S):

Mason Deschamps commented that it was discovered that the Chief of OBGYN at UMC hospital was charged with seven counts of sexual assault against minors in 1998. Brief details were provided regarding the public court records. He stated that maybe the finance department could pull records regarding this doctor. Mr. Deschamps added that the UNLV Board of Regents is working to remove him from his position at UNLV. He asked if there is an ability to take proper action regarding this matter and stated that he would be presenting this information at the Governing Board meeting also.

There being no further business to come before the Committee at this time, at the hour of 2:53 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 April FY24	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Governing Board Audit and Finance Committee receive the monthly financial report for April FY24; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
May 22 2024

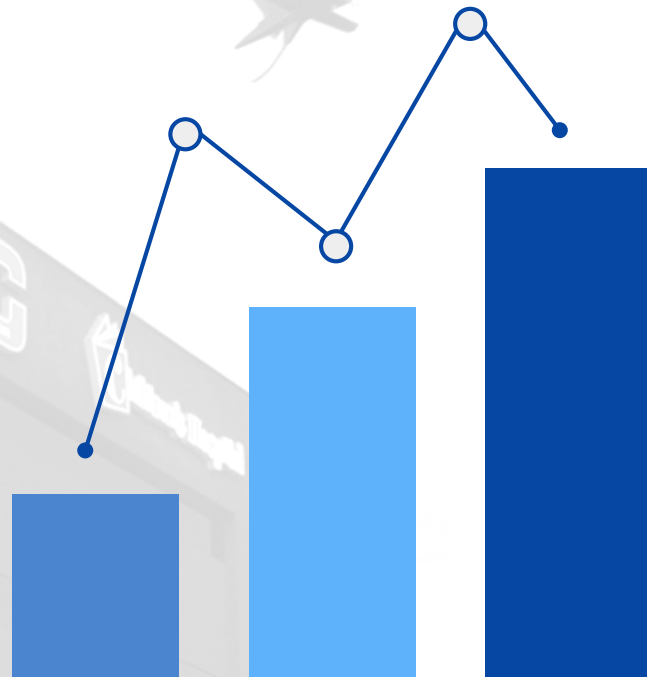
Agenda Item #

4



April 2024 Financials

AFC Meeting



KEY INDICATORS APR



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,399	20,996	(2,597)	(12.37%)	19,400	(1,001)	(5.16%)
Total Admissions	1,877	2,103	(226)	(10.76%)	1,951	(74)	(3.79%)
Observation Cases	900	810	90	11.11%	810	90	11.11%
AADC (Hospital)	581	663	(81)	(12.27%)	628	(47)	(7.43%)
ALOS (Admits)	6.04	6.62	(0.58)	(8.82%)	7.10	(1.06)	(14.93%)
ALOS (Obs)	1.28	1.06	0.22	20.80%	1.06	0.22	20.80%
Hospital CMI	1.76	1.84	(0.08)	(4.35%)	1.84	(0.08)	(4.35%)
Medicare CMI	2.03	1.81	0.22	12.15%	1.81	0.22	12.13%
IP Surgery Cases	790	876	(86)	(9.80%)	814	(24)	(2.95%)
OP Surgery Cases	589	499	90	17.92%	434	155	35.71%
Transplants	14	14	-	0.00%	14	-	0.00%
Total ER Visits	9,015	10,512	(1,497)	(14.24%)	9,532	(517)	(5.42%)
ED to Admission	12.67%	-	-	-	11.40%	1.26%	-
ED to Observation	10.54%	-	-	-	10.14%	0.39%	-
ED to Adm/Obs	23.21%	-	-	-	21.55%	1.66%	-
Quick Cares	18,854	20,236	(1,382)	(6.83%)	17,390	1,464	8.42%
Primary Care	7,562	9,199	(1,637)	(17.80%)	5,875	1,687	28.71%
UMC Telehealth - QC	580	604	(24)	(3.91%)	509	71	13.95%
OP Ortho Clinic	2,194	2,557	(363)	(14.19%)	1,564	630	40.28%
Deliveries	92	138	(46)	(33.26%)	101	(9)	(8.91%)

TRENDING STATS



	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	12-Mo Avg	Var
APDs	19,400	20,184	18,603	18,390	18,028	17,177	17,546	17,894	19,201	18,919	17,882	18,173	18,399	18,450	(51)
Total Admissions	1,951	2,045	1,955	2,017	2,000	1,897	1,898	1,930	1,959	1,838	1,838	1,931	1,877	1,938	(61)
Observation Cases	810	804	775	841	933	907	922	844	903	822	924	941	900	869	31
AADC (Hospital)	628	623	591	570	553	545	538	566	584	584	579	553	581	576	5
ALOS (Adm)	7.10	6.16	6.56	6.22	5.96	6.57	5.83	5.75	6.55	6.85	6.34	6.25	6.04	6.35	(0.31)
ALOS (Obs)	1.06	1.10	1.03	1.08	1.15	1.18	1.23	1.39	1.41	1.42	1.66	1.46	1.28	1.26	0.02
Hospital CMI	1.84	1.85	1.84	1.82	1.78	1.83	1.86	1.80	1.92	1.84	1.89	1.92	1.76	1.85	(0.08)
Medicare CMI	1.81	1.86	1.92	2.00	2.09	1.99	2.10	2.04	2.06	2.05	2.23	2.35	2.03	2.04	(0.02)
IP Surgery Cases	814	814	736	763	807	799	793	771	794	768	760	814	790	786	4
OP Surgery Cases	434	478	440	422	571	550	557	531	541	604	558	577	589	522	67
Transplants	14	13	13	17	14	18	17	13	15	11	13	18	14	15	(1)
Total ER Visits	9,532	9,647	9,118	9,505	9,231	8,955	9,278	9,054	9,092	9,035	8,329	8,859	9,015	9,136	(121)
ED to Admission	11.40%	11.68%	11.88%	11.58%	11.89%	11.88%	11.78%	13.32%	12.49%	12.02%	12.95%	12.07%	12.67%	12.08%	0.59%
ED to Observation	10.14%	9.96%	9.60%	10.38%	10.75%	10.11%	9.67%	9.05%	9.80%	11.28%	10.96%	11.68%	10.54%	10.28%	0.26%
ED to Adm/Obs	21.55%	21.64%	21.47%	21.97%	22.64%	21.99%	21.45%	22.37%	22.29%	23.30%	23.92%	23.75%	23.21%	22.36%	0.84%
Quick Care	19,463	19,502	17,230	16,023	18,963	18,359	19,689	21,000	24,241	23,453	20,933	21,186	18,854	20,004	(1,150)
Primary Care	5,875	6,934	6,523	5,286	7,075	5,801	6,452	6,523	5,427	7,476	7,537	7,147	7,562	6,505	1,057
UMC Telehealth - QC	509	433	382	433	432	532	547	633	785	718	575	577	580	546	34
OP Ortho Clinic	1564	1514	1572	1286	1,380	1,579	1,744	1,529	1,636	2,032	1,751	1,726	2,194	1,609	585
Deliveries	101	92	136	140	157	154	141	125	150	120	118	114	92	129	(37)

Payor Mix Trend



IP- Payor Mix 12 Mo Apr- 24

Fin Class	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	12-Mo Avg	Apr to Avg Var
Commercial	16.91%	17.44%	17.62%	15.62%	16.90%	17.69%	17.92%	16.95%	17.39%	16.91%	17.11%	18.53%	17.96%	17.25%	0.71%
Government	3.97%	4.11%	3.54%	4.56%	4.43%	4.16%	4.20%	3.26%	3.88%	3.83%	3.76%	4.75%	4.29%	4.04%	0.25%
Medicaid	43.82%	41.23%	43.45%	44.61%	41.85%	45.49%	44.39%	43.48%	44.58%	45.70%	44.65%	42.06%	40.75%	43.78%	(3.03%)
Medicare	31.18%	32.49%	29.37%	30.74%	31.36%	28.64%	30.44%	31.12%	27.78%	29.78%	29.73%	29.71%	31.47%	30.19%	1.28%
Self Pay	4.12%	4.73%	6.02%	4.47%	5.46%	4.02%	3.05%	5.19%	6.37%	3.78%	4.75%	4.95%	5.53%	4.74%	0.79%

ED- Payor Mix 12 Mo Apr- 24

Fin Class	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	12-Mo Avg	Apr to Avg Var
Commercial	16.58%	17.24%	17.32%	17.09%	17.43%	18.18%	18.52%	17.60%	18.10%	18.81%	18.89%	19.30%	18.61%	17.92%	0.69%
Government	3.84%	4.44%	4.32%	4.89%	4.92%	4.31%	4.38%	4.75%	4.28%	4.68%	4.44%	4.36%	4.40%	4.47%	(0.07%)
Medicaid	53.70%	52.05%	49.77%	49.57%	48.35%	50.48%	51.35%	51.55%	51.36%	51.73%	52.65%	50.93%	50.29%	51.12%	(0.83%)
Medicare	14.67%	15.00%	15.65%	15.56%	15.99%	15.05%	15.35%	14.14%	14.23%	14.55%	14.65%	15.15%	15.57%	15.00%	0.57%
Self Pay	11.21%	11.27%	12.94%	12.89%	13.31%	11.98%	10.40%	11.96%	12.03%	10.23%	9.37%	10.26%	11.13%	11.49%	(0.36%)

Payor Mix Trend



Surg IP- Payor Mix 12 Mo Apr- 24

Surg IP	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	12-Mo Avg	Apr to Avg Var
Commercial	20.76%	22.11%	21.13%	19.27%	22.30%	21.32%	23.33%	21.40%	22.29%	21.85%	18.42%	22.36%	24.05%	21.38%	2.67%
Government	6.51%	5.65%	5.42%	6.29%	5.45%	8.10%	5.42%	4.15%	5.29%	4.29%	4.47%	5.65%	5.06%	5.56%	(0.50%)
Medicaid	38.45%	36.12%	42.28%	41.80%	36.06%	38.04%	34.93%	38.52%	36.52%	34.46%	40.66%	38.08%	35.83%	37.99%	(2.16%)
Medicare	29.49%	30.59%	26.29%	28.05%	32.60%	28.05%	33.55%	31.13%	29.35%	34.07%	32.50%	30.47%	31.90%	30.51%	1.39%
Self Pay	4.79%	5.53%	4.88%	4.59%	3.59%	4.49%	2.77%	4.80%	6.55%	5.33%	3.95%	3.44%	3.16%	4.56%	(1.40%)

Surg OP- Payor Mix 12 Mo Apr- 24

Surg OP	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	12-Mo Avg	Apr to Avg Var
Commercial	29.95%	31.80%	33.40%	29.86%	34.15%	31.45%	33.75%	30.70%	33.46%	32.67%	26.34%	31.72%	34.47%	31.60%	2.87%
Government	7.37%	9.00%	8.64%	6.64%	9.11%	8.00%	5.21%	5.27%	5.73%	6.47%	6.27%	6.07%	5.94%	6.98%	(1.04%)
Medicaid	35.25%	36.40%	34.55%	38.38%	33.10%	36.00%	31.24%	33.52%	35.85%	35.49%	39.07%	31.20%	32.26%	35.00%	(2.74%)
Medicare	24.19%	20.92%	22.73%	22.99%	19.96%	22.18%	28.55%	29.57%	22.74%	23.88%	27.60%	28.25%	26.32%	24.46%	1.86%
Self Pay	3.24%	1.88%	0.68%	2.13%	3.68%	2.37%	1.25%	0.94%	2.22%	1.49%	0.72%	2.76%	1.01%	1.95%	(0.94%)

SUMMARY INCOME STATEMENT APR



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$410,789,243	\$436,519,067	(\$25,729,823)	(5.89%)	●
Net Patient Revenue	\$75,409,617	\$77,919,563	(\$2,509,947)	(3.22%)	●
Other Revenue	\$4,206,826	\$3,476,762	\$730,064	21.00%	●
Total Operating Revenue	\$79,616,443	\$81,396,325	(\$1,779,882)	(2.19%)	●
Net Patient Revenue as a % of Gross	18.36%	17.85%	0.51%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$80,373,873	\$78,759,701	\$1,614,172	2.05%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$757,430)	\$2,636,625	(\$3,394,054)	(128.73%)	●
Add back: Depr & Amort.	\$4,060,502	\$3,246,768	\$813,733	25.06%	
Tot Inc from Ops plus Depr & Amort.	\$3,303,072	\$5,883,393	(\$2,580,321)	(43.86%)	●

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$4,020,557,481	\$4,406,240,045	(\$385,682,564)	(8.75%)	●
Net Patient Revenue	\$765,636,390	\$780,353,074	(\$14,716,683)	(1.89%)	●
Other Revenue	\$37,035,719	\$35,020,555	\$2,015,165	5.75%	●
Total Operating Revenue	\$802,672,110	\$815,373,628	(\$12,701,519)	(1.56%)	●
Net Patient Revenue as a % of Gross	19.04%	17.71%	1.33%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$791,430,333	\$795,356,823	(\$3,926,490)	(0.49%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$11,241,776	\$20,016,805	(\$8,775,029)	(43.84%)	●
Add back: Depr & Amort.	\$39,466,893	\$33,292,246	\$6,174,648	18.55%	
Tot Inc from Ops plus Depr & Amort.	\$50,708,670	\$53,309,051	(\$2,600,382)	(4.88%)	●
Operating Margin (w/Depr & Amort.)	6.32%	6.54%	(0.22%)	-	

SUMMARY INCOME STATEMENT TREND



REVENUE	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	12-Mo Avg	Apr to Avg Var
Total Gross Patient Revenue	\$373,152	\$389,558	\$369,657	\$375,131	\$401,381	\$391,079	\$400,966	\$398,636	\$410,625	\$413,322	\$403,919	\$414,709	\$410,789	\$395,178	\$15,611
Net Patient Revenue	\$72,544	\$74,986	\$71,836	\$73,939	\$72,307	\$75,359	\$74,525	\$72,590	\$76,932	\$86,254	\$75,115	\$83,175	\$75,410	\$75,797	(\$387)
Other Revenue	\$3,154	\$3,822	\$3,772	\$5,105	\$3,723	\$3,310	\$4,386	\$2,770	\$3,080	\$3,592	\$3,672	\$3,192	\$4,207	\$3,631	\$575
Total Operating Revenue	\$75,699	\$78,808	\$75,607	\$79,044	\$76,030	\$78,669	\$78,910	\$75,359	\$80,012	\$89,846	\$78,787	\$86,367	\$79,616	\$79,428	\$188
Net Patient Revenue as a % of Gross	19.44%	19.25%	19.43%	19.71%	18.01%	19.27%	18.59%	18.21%	18.74%	20.87%	18.60%	20.06%	18.36%	19.18%	(0.82%)
EXPENSE	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	12-Mo Avg	Apr to Avg Var
Salaries, Wages and Benefits	\$46,002	\$46,511	\$44,902	\$49,645	\$46,595	\$46,126	\$47,643	\$44,037	\$50,493	\$50,112	\$49,109	\$51,578	\$50,292	\$47,730	\$2,563
Supplies	\$12,810	\$13,142	\$14,540	\$13,216	\$13,699	\$15,388	\$13,165	\$15,309	\$15,488	\$14,325	\$14,015	\$15,864	\$13,764	\$14,247	(\$482)
Other	\$15,911	\$16,124	\$14,467	\$14,697	\$15,295	\$16,275	\$16,403	\$16,972	\$17,204	\$16,854	\$16,101	\$16,229	\$16,317	\$16,044	\$273
Total Operating Expense	\$74,722	\$75,778	\$73,909	\$77,558	\$75,589	\$77,789	\$77,211	\$76,318	\$83,186	\$81,292	\$79,225	\$83,671	\$80,374	\$78,021	\$2,353
INCOME FROM OPS	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	12-Mo Avg	Apr to Avg Var
Total Inc from Ops	\$976	\$3,031	\$1,698	\$1,486	\$441	\$880	\$1,699	(\$959)	(\$3,174)	\$8,554	(\$438)	\$2,696	(\$757)	\$1,408	(\$2,165)
Add back: Depr & Amort.	\$2,953	\$2,965	\$3,732	\$3,752	\$3,918	\$3,875	\$3,834	\$3,829	\$3,849	\$4,382	\$3,987	\$3,980	\$4,061	\$3,755	\$306
Tot Inc from Ops plus Depr & Amort.	\$3,930	\$5,996	\$5,430	\$5,238	\$4,359	\$4,755	\$5,533	\$2,870	\$675	\$12,937	\$3,549	\$6,677	\$3,303	\$5,162	(\$1,859)
Operating Margin (w/Depr & Amort.)	5.19%	7.61%	7.18%	6.63%	5.73%	6.04%	7.01%	3.81%	0.84%	14.40%	4.50%	7.73%	4.15%	6.50%	(2.35%)

SALARY & BENEFIT EXPENSE APR



	Actual	Budget	Variance	% Variance	
Salaries	\$31,916,996	\$31,905,798	\$11,198	0.04%	●
Benefits	\$14,997,726	\$15,403,276	(\$405,549)	(2.63%)	●
Overtime	\$1,025,318	\$1,132,428	(\$107,110)	(9.46%)	●
Contract Labor	\$2,352,335	\$957,008	\$1,395,328	145.80%	●
TOTAL	\$50,292,376	\$49,398,509	\$893,866	1.81%	●
Paid FTEs	3,923	3,990	(68)	(1.69%)	●
SWB per FTE	\$12,820	\$12,379	\$441	3.56%	●
SWB/APD	\$2,733	\$2,353	\$381	16.18%	●
SWB % of Net	66.69%	63.40%	-	3.30%	●
AEPOB	6.40	5.70	0.69	12.18%	●

SALARY & BENEFIT EXPENSE TREND



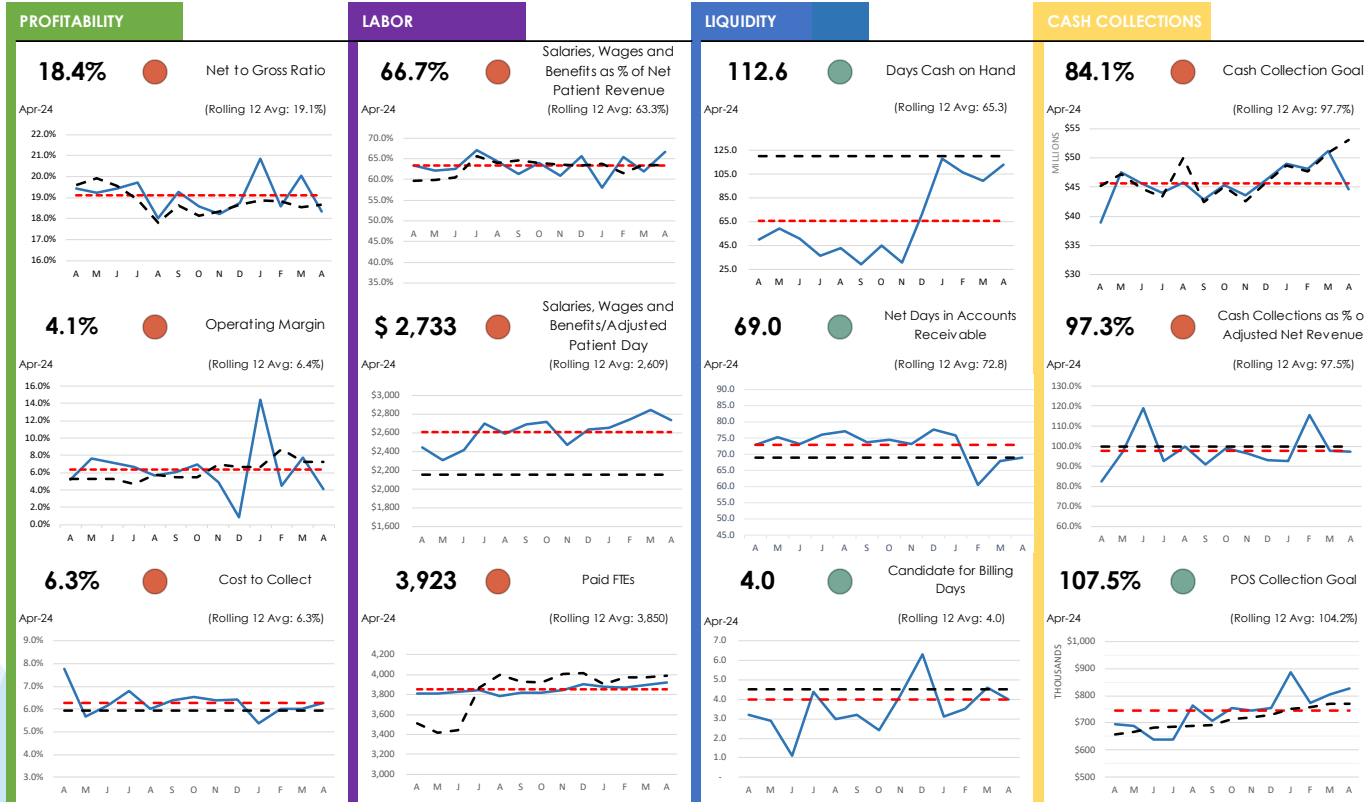
SALARY & BENEFIT EXPENSE	Apr- 23	May- 23	Jun- 23	Jul- 23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23	Jan- 24	Feb- 24	Mar- 24	Apr- 24	12-Mo Avg	Apr to Avg Var
Salaries	\$29,150	\$29,583	\$28,388	\$33,875	\$30,217	\$30,264	\$31,516	\$30,218	\$32,609	\$32,021	\$31,556	\$33,979	\$31,917	\$31,115	\$802
Benefits	\$12,743	\$12,670	\$12,982	\$13,781	\$14,915	\$14,663	\$14,491	\$12,451	\$14,282	\$14,934	\$13,870	\$14,064	\$14,998	\$13,821	\$1,177
Overtime	\$1,228	\$1,286	\$1,112	\$1,030	\$830	\$804	\$1,115	\$1,055	\$1,230	\$1,091	\$1,067	\$1,194	\$1,025	\$1,087	(\$62)
Contract Labor	\$2,881	\$2,971	\$2,420	\$958	\$634	\$395	\$520	\$313	\$2,373	\$2,067	\$2,616	\$2,342	\$2,352	\$1,707	\$645
Nursing	\$1,066	\$724	\$377	\$273	\$183	\$163	\$151	\$96	\$58	(\$38)	\$85	\$100	\$92	\$270	(\$178)
Physician	\$1,252	\$1,707	\$1,097	\$152	\$25	\$61	\$50	\$42	\$1,947	\$2,213	\$2,124	\$1,655	\$1,998	\$1,027	\$971
Other	\$563	\$540	\$947	\$533	\$425	\$171	\$319	\$349	\$367	(\$108)	\$407	\$587	\$262	\$425	(\$163)
TOTAL	\$46,002	\$46,511	\$44,902	\$49,645	\$46,595	\$46,126	\$47,643	\$44,037	\$50,493	\$50,112	\$49,109	\$51,578	\$50,292	\$47,730	\$2,563
Paid FTE	3,813	3,810	3,831	3,847	3,788	3,816	3,821	3,848	3,908	3,880	3,873	3,892	3,923	3,844	79
SWB per FTE	\$12,063	\$12,207	\$11,722	\$12,904	\$12,300	\$12,088	\$12,470	\$11,443	\$12,919	\$12,917	\$12,679	\$13,251	\$12,820	\$12,414	\$407
SWB/APD	\$2,371	\$2,304	\$2,414	\$2,700	\$2,585	\$2,685	\$2,715	\$2,461	\$2,630	\$2,649	\$2,746	\$2,838	\$2,733	\$2,592	\$142
SWB % of Net	63.41%	62.03%	62.51%	67.14%	64.44%	61.21%	63.93%	60.67%	65.63%	58.10%	65.38%	62.01%	66.69%	63.04%	3.65%
OT % of Productive	3.74%	3.76%	3.57%	2.97%	2.47%	2.65%	2.79%	3.11%	3.21%	3.12%	3.05%	3.26%	2.99%	3.14%	(0.15%)
AEPOB	5.90	5.85	6.18	6.49	6.51	6.66	6.75	6.45	6.31	6.36	6.28	6.64	6.40	6.37	0.03

EXPENSES APR



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,707,346	\$3,029,333	(\$321,987)	(10.63%)	●
Supplies	\$13,764,458	\$13,888,595	(\$124,138)	(0.89%)	●
Purchased Services	\$6,753,144	\$6,193,971	\$559,173	9.03%	●
Depreciation	\$2,444,566	\$2,390,888	\$53,679	2.25%	●
Amortization	\$1,615,936	\$855,881	\$760,055	88.80%	●
Repairs & Maintenance	\$996,034	\$934,099	\$61,935	6.63%	●
Utilities	\$470,312	\$800,882	(\$330,570)	(41.28%)	●
Other Expenses	\$1,158,059	\$1,027,474	\$130,585	12.71%	●
Rental	\$171,643	\$240,068	(\$68,426)	(28.50%)	●
Total Other Expenses	\$30,081,497	\$29,361,191	\$720,306	2.45%	●

KEY FINANCIAL INDICATOR APR



Actual
 Rolling Average
 Target

FY24 CASH FLOW



Operating Activities

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

April 2024	March 2024	February 2024	YTD of FY2024
109,361,460	51,969,423	79,056,021	937,313,650
(31,870,160)	(22,298,958)	(34,726,064)	(287,389,914)
(43,327,675)	(44,423,026)	(46,271,127)	(455,788,379)
4,206,826	3,195,848	3,671,506	37,190,790
38,370,450	(11,556,713)	1,730,336	231,326,146

Investing Activities

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

(3,644,001)	(4,131,257)	(7,475,930)	(58,727,944)
595,395	612,419	589,246	8,895,338
-	-	-	-
(117,323,424)	4,082,100	7,409,961	(54,876,758)
(120,372,030)	563,262	523,277	(104,709,364)

Financing Activities

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

-	-	-	5,000,000
-	-	-	-
-	-	-	(6,565,000)
-	-	-	(104,068)
-	3,563	-	3,388
-	3,563	-	(1,665,679)

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

(82,001,580)	(10,989,888)	2,253,612	124,951,103
241,803,752	252,793,640	250,540,028	34,851,069
159,802,172	241,803,752	252,793,640	159,802,172

Unrestricted cash
 Cash restricted by donor
 Internally designated cash

159,802,172	241,803,752	252,793,640	159,802,172
4,261,113	4,238,004	4,152,119	4,261,113
134,080,258	16,756,834	20,838,934	134,080,258

FY24BALANCE SHEET HIGHLIGHTS



	Apr 2024	Mar 2024	Feb 2024
CASH			
Unrestricted	\$ 159.8	\$ 241.8	\$ 252.8
Restricted by donor	4.3	4.2	4.2
Internally designated	134.1	16.8	20.8
	<u>\$ 298.2</u>	<u>\$ 262.8</u>	<u>\$ 277.8</u>
NET WORKING CAPITAL	\$ 207.6	\$ 326.8	\$ 321.5
NET PP&E	\$ 252.5	\$ 246.2	\$ 243.1
LONG-TERM DEBT	\$ -	\$ -	\$ -
NET PENSION LIABILITY	\$ 630.4	\$ 630.4	\$ 630.4
NET POSITION	\$ (165.8)	\$ (165.5)	\$ (168.5)

**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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
May 22, 2024

Agenda Item #

5

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

Issue:	Update on CEO Performance Goals for FY 2024	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee receive the quarterly update on the status of the FY24 CEO Performance goals; and direct staff accordingly. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present an update on the FY24 CEO performance goals.

Cleared for Agenda
May 22, 2024

Agenda Item #

6



Organizational Goals- FY24

-YTD AprUpdate



Organizational Goals- FY24 Finance/Operations



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

Organizational Goals - FY24



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

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$4,020,557,481	\$4,406,240,045	(\$385,682,564)	(8.75%)	↓
Net Patient Revenue	\$765,636,390	\$780,353,074	(\$14,716,683)	(1.89%)	↓
Other Revenue	\$37,035,719	\$35,020,555	\$2,015,165	5.75%	↑
Total Operating Revenue	\$802,672,110	\$815,373,628	(\$12,701,519)	(1.56%)	↓
Net Patient Revenue as a % of Gross	19.04%	17.71%	1.33%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$791,430,333	\$795,356,823	(\$3,926,490)	(0.49%)	↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$11,241,776	\$20,016,805	(\$8,775,029)	(43.84%)	↓
Add back: Depr & Amort.	\$39,466,893	\$33,292,246	\$6,174,648	18.55%	↑
Tot Inc from Ops plus Depr & Amort.	\$50,708,670	\$53,309,051	(\$2,600,382)	(4.88%)	↓
Operating Margin (w/Depr & Amort.)	6.32%	6.54%	(0.22%)	-	

Organizational Goals - FY24



2. 4.5 day target for discharged to home ALOS.

	Actual	Target	YTD Variance	% Var	
Discharged to home ALOS	4.33	4.50	(0.17)	(3.89%)	↑

Organizational Goals - FY24

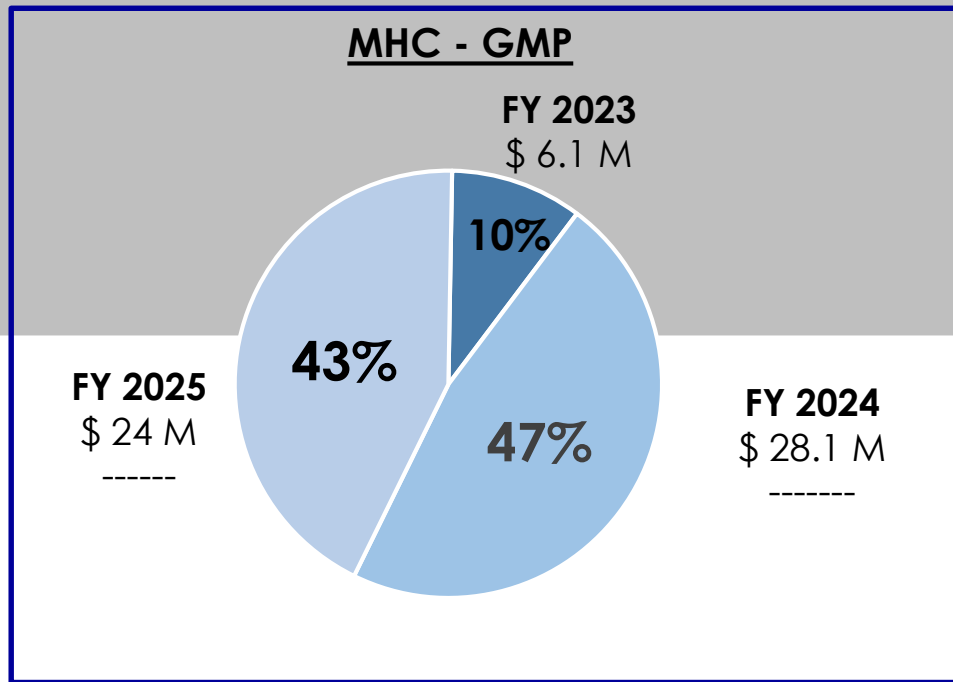
3. Phase I & Phase II façade project on time on budget.

As of April 2024

General Contractor: Martin Harris Construction (MHC)

TOTAL GMP COST (MHC) = \$ 58.2 million

Approved Amount	Invoices Entered to Date	Amount Remaining
\$58,200,000.00	\$33,501,504.19	\$24,698,495.81



Agreements with \$0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
7	NRS 332.115(1)(f)	No	Cigna Health	Amendment	No	Same Term	180 days w/o cause	Revenue based on volume	Managed care	This Fourth Amendment requests to update the fee schedule and reimbursement rates for Anesthesia Services
8	NRS 332.115(1)(f)	No	Intermountain IPA	Amendment	No	Same Term	180 days w/o cause	Revenue based on volume	Managed care	This Amendment Number Six requests to update the fee schedule to include payments for Emergency Medicine and Overflow General Surgery services.
9	NRS 332.115(1)(f)	No	SilverSummit Healthplan	Amendment	No	3 Years	90 days w/o cause	Revenue based on volume	Managed care	Amendment Number Nine requests to update the list of Contracted Providers, effective January 1, 2024, and Amendment Number Ten requests to extend the term for three (3) years from July 1, 2024 through July 30, 2027.
10	NRS 332.115(1)(f)	No	United Healthcare	Amendment	No	Same Term	180 days w/o cause	Revenue based on volume	Managed care	This request is for ratification of the Fourth Amendment to update the Urgent Care Payment Appendix, effective July, 1 2023. This Amendment was entered into immediately to enable the provider to update the rates immediately

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
11	Bid 2024-02	No	Bid No. 2024-02, Infusion Center Improvement Project	New Contract	NA	90 Days from notice to proceed	180 days w/o cause	\$1,214,699	Capital supports includes total construction cost	N/A	Infusion Center	This request is for Award of BID 2024-02 to NOTAJ0, LLC. dba Blueprint Construction for the not-to-exceed total award of \$1,214,699.00. This public works project consists of the successful completion of improvements at 701 Shadow Lane.
12	RFP 2024-01	No	Claim Services, Inc.	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE \$625,000	None	N/A	Patient Accounting	For the not-to-exceed total RFP award of \$625,000, Claim Services will continue to provide documentation retrieval services to UMC which includes collecting required third-party billing documentation and/or information from former patients via telephone, electronic mail (e-mail) and written correspondence. The use of this service to track down and obtain the needed documentation is valuable after UMC has exhausted its resources. UMC only pays the vendor when they are successful and it helps the hospital obtain payments on accounts without further delay.
13	RFP 2023-05	No	B2B Delivery, LLC.	New Contract	N/A	3 Years with two 1-year	15 daysTermination for Convenience	\$1,500,000	None	15% reduction in original cost	Central Supply	UMC requires both routine and rush deliveries as part of its regular operations. The regular deliveries are usually to restock medications and supplies and to deliver documents and samples to and from satellite locations. The need for a courier company can set up regular delivery routes while also being on call for other deliveries outside of the established routine. UMC has limited resources to be available to perform all the much needed pick up and deliveries inhouse and many of the deliveries are time sensitive with moment's notice. UMC requires an outside medical delivery service who has a proven track record, available vehicles and man power to be able to perform the requested services.
14	RFP 2022-06	No	MRO Corporation	Amendment	No	3 years with 1-yr renewal option	90 days w/o cause	Base Agreement \$524,000 First Amendment addl \$468,000	None	Increase	HIM	NRS 629.062 was enacted into law effective October 1, 2023, which established and limited allowable fees a custodian of health care records may charge for furnishing medical records electronically. Therefore, to equitably allocate for the increase in costs caused by the statutory changes, the parties have agreed to increase the annual not-to-exceed amount for the Service Agreement from \$131,000.00 to \$468,000.00. The Agreement term and out clause remain unchanged.
15	NRS 332.115.1(b)	No	Shannon Kane-Saenz	Amendment	Yes	1 Year	15 days w/o cause	Base Agreement NTE \$98,000 Previous Amendments NTE \$538,750 Amendment 5 NTE \$150,750 Cumulative Total NTE \$787,500	None	Increase NTE \$150,750	IT	This Fifth Amendment requests to extend the Agreement Term for one (1) year from July 1, 2024 through June 30, 2025, and increase the funding by an additional \$150,750 for a new not-to-exceed total amount of \$787,500. Shannon Kane-Saenz ("Consultant") provides needed day-to-day support of Finance Department's Data Engineering effort e.g., Kaufman Hall/Syntellis Axiom and Epic Clarity platforms, among other things. Consultant's services are unique requiring her diverse skill set in building, implementing and maintaining Epic data models and data engineering using Microsoft tools. For this request, the continuation of services is needed for Epic Clarity and Caboodle database related projects.
16	332.115(4)	No	Olpin Group, Inc.	New Contract	N/A	1 Year	N/A	\$780,884	None	N/A	Environmental Services	This request is for UMC to enter into a purchase agreement with Olpin Group, Inc. to provide, deliver, and install hospital bed and equipment lift systems for the amount of \$780,884. Bed and equipment storage lifts and capsules help keep corridors free and clear and in compliance with fire codes. Further, these storage and lift systems protect medical equipment from getting bumped into walls and door jams. These systems are especially critical for beds that contain sensitive electronics. Bed and equipment storage lifts and capsules also promote organization and product flow, which reduces downtime. The term of the Agreement will be for one (1) year or until the completion of the delivery and installation of the bed and equipment storage systems, whichever occurs earlier.
17	NRS 332.115.4	No	Priority Healthcare Distribution, Inc. d/b/a CuraScript SD Specialty Distribution	New Contract	N/A	5 Years	90 days w/o cause or 60 days prior to the expiration of the initial term	Base Agreement NTE \$4,000,000	None	N/A	Pharmacy	This agreement is for the purchase of pharmaceutical and biological products. CuraScript SD is a specialty pharmaceutical wholesaler that provides certain specialty pharmaceuticals such as Spinraza and Epoprostenol; these medications help treat patients with rare neuromuscular disorder and certain kinds of pulmonary arterial hypertension, respectively.
18	NRS 332.115(1)(b)	No	Sound Physicians of Nevada II	Closeout	No	N/A	N/A	\$966,250.00	None	Increase \$966,250	Executive Office	Under UMC's agreement with RABessler, M.D. P.C. d/b/a Sound Physicians of Nevada II for hospitalist clinical services, UMC is subject to a no-hire provision of any Member Physician and/or Allied Health Provider; however, UMC may engage the services of a member of Sound personnel upon payment of the sum of \$75,000 per Member Physician, \$50,000 per Allied Health Provider or one half (1/2) of the annual salary of any other Sound personnel, at which time Sound shall release such individual from any restrictive covenant with Sound. This request is to approve the Contract Closing Reconciliation which closes out the amounts due under Agreement which will result in a payment by UMC to Provider in the amount of \$966,250.00.
19	N/A	No	UNLV & UNLV School of Medicine	Amendment	No	Academic Year 2024-2025	Terminates early upon execution of an Academic Health Center Master Affiliation Agreement	Base Agreement \$0 Previous Amendments NTE \$133,927,444.16 Amendment 9 NTE \$20,195,741 Cumulative Total NTE \$154,123,185.16	None	Increase \$346,112.84	Academic Affairs (Residents)	This Ninth Amendment is to amend Section 6 on requirements for resident salary reimbursement to set the Resident Salaries and Academic Mission Support for Academic Year 2024 - 2025.

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

Issue:	Fourth 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 approval by the Governing Board the Fourth Amendment to the Hospital Service Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 4 – Same Term
Amount: Revenue based on volume
Out Clause: 180 days w/o cause

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

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. Second Amendment, effective July 1, 2023, extended the term through June 30, 2025, and updated the reimbursement rates. Third Amendment, effective July 1, 2023, updated the reimbursement rates.

This Fourth Amendment requests to update the fee schedule and reimbursement rates for Anesthesia Services. All other terms of the Agreement shall remain in full force and effect.

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

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

Cleared for Agenda
May 22, 2024

Agenda Item #

7

Amendment to Hospital Services Agreement

This Fourth Amendment ("Amendment") is by and between Cigna Health and Life Insurance Company, Inc. ("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 Amendment on July 1, 2022, July 1, 2023, and July 31, 2023;

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

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

1. The effective date of this Amendment is June 1, 2024 ("Amendment Effective Date") ending June 30, 2025 at 11:59 pm.
2. Rate Exhibit A18 is added to the Agreement as of the Amendment Effective Date.
3. The following Section 1.4 shall be deleted in its entirety and replaced with the following as of the Amendment Effective Date:

Cigna Affiliate

Means any subsidiary or affiliate of The Cigna Group.

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:

Hospital

University Medical Center of Southern
Nevada

Signature

Mason Van Houweling

Printed Name

Chief Executive Officer

Title

Date Signed

88-6000436

Federal Tax ID

1548393127

National Provider Identifier

Cigna

Cigna Health and Life Insurance Company



Signature

Dana Slavett

Printed Name

Title

4/29/24

Date Signed

Cigna

EXHIBIT A 18

**Fee Schedule and Reimbursement
Terms Anesthesia Services**

[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 RELATIONSHIP

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
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: Tracy Paulding		
				Email:		
Telephone No:		818-546-5100		Fax No: tracy.paulding@cigna.com		
Nevada Local Street Address: (If different from above)		NA		Website: www.cigna.com		
City, State and Zip Code:				Local Fax No: 866-497-8290		
Local Telephone No:		770 261-2418 775 742-9743		Local POC Name: Tracy Paulding		
				Email: tracy.paulding@cigna.com		

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

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

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

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

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

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

DISCLOSURE OF RELATIONSHIP

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.



Tracy Paulding

Signature

Print Name

AVP, Network Management

5/16/2024

Title

Date

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:

DISCLOSURE OF RELATIONSHIP

Signature

Print Name
Authorized Department Representative

Cigna Executives and Management Team

Executive Leader Name	Title
David Cordani	Chairman and Chief Executive Officer, The Cigna Group
Mike Triplett	Special Advisor to the CEO, Cigna Healthcare
David Brailer, MD	Executive Vice President and Chief Health Officer, The Cigna Group
Noelle Eder	Executive Vice President and Global Chief Information Officer, The Cigna Group
Brian Evanko	President and Chief Executive Officer, Cigna Healthcare and Executive Vice President and Chief Financial Officer, The Cigna Group
Nicole Jones	Executive Vice President, Chief Administrative Officer and General Counsel, The Cigna Group
Everett Neville	Executive Vice President, Strategy and Business Development, The Cigna Group
Eric Palmer	Executive Vice President for Enterprise Strategy, the Cigna Group and President and Chief Executive Officer, Evernorth Health Services
Kari Knight Stevens	Executive Vice President, Chief Human Resources Officer and Corporate Secretary, The Cigna Group
Jason Sadler	President, International Health, Cigna Healthcare
Chris DeRosa	President, U.S. Government, Cigna Healthcare
Bryan Holgerson	President, U.S. Commercial, Cigna Healthcare
Adam Kautzner	President, Evernorth Care Management & Express Scripts, Evernorth Health Services
Matt Perlberg	President, Pharmacy and Care Delivery, Evernorth Health Services

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

Issue:	Amendment Number Six to Provider Services Agreement with Intermountain IPA, LLC	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Number Six to Provider Services Agreement with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
 Fund Center: 3000850000
 Description: Managed Care Services
 Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
 Term: Amendment 6 – Same Term
 Amount: Revenue based on volume
 Out Clause: 180 days w/o cause

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

BACKGROUND:

On December 16, 2020, the Governing Board approved the Provider Service Agreement (“Agreement”) with HCP IPA Nevada, LLC (“HCP”) to provide its members continued healthcare access to UMC, its associated Urgent Care facilities, and to adjust the Urgent Care reimbursement. The initial Agreement term is from January 1, 2021, through December 31, 2023, unless terminated without cause with a 180-day written notice prior to any anniversary period. The First Amendment, effective January 1, 2021, added a new managed care organization to Attachment D-3 of the Agreement. Amendment Number Two, effective February 1, 2023, updated the business name from HCP to INTERMOUNTAIN IPA NV, LLC, and updated the fee schedule to include payment for Orthopedic services. Amendment Number Three, effective February 1, 2023, added Medicare Advantage Health Plans and updated the fee schedule to include payments for Anesthesia services. Amendment Number Four, effective September 1, 2023, extended the term for two years from January 1, 2024, through December 31, 2025, and removed exclusions of spinal surgery from Orthopedic and Anesthesia subsections. Amendment Number Five, effective December 1, 2023, updated the fee schedule to include payments for Radiology services.

Cleared for Agenda
 May 22, 2024

Agenda Item #

8

This Amendment Number Six requests to update the fee schedule to include payments for Emergency Medicine and Overflow General Surgery services. All other terms of the Agreement shall remain in full force and effect.

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

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

AMENDMENT NUMBER SIX

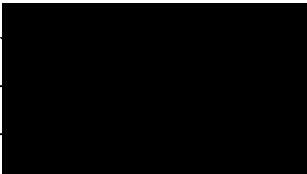
This Amendment Number Six ("Amendment"), dated and effective July 01, 2024 (the "Effective Date"), amends the Provider Service Agreement by and between Intermountain IPA, LLC, a Nevada limited liability company ("Company") and University Medical Center of Southern Nevada, ("Provider") originally dated January 01, 2021, as amended.

WHEREAS, the parties have previously executed a Provider Service Agreement effective January 1, 2021, a First Amendment effective January 1, 2022, a Second Amendment effective February 1, 2023, a Third Amendment effective February 1, 2023, a Fourth Amendment effective September 1, 2023, and a Fifth Amendment effective December 1, 2023 (collectively, the "Agreement"); and

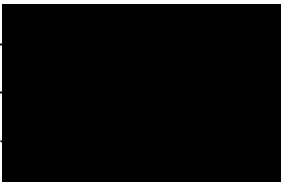
Whereas, Company and Provider now desire to amend the Agreement.

NOW, THEREFORE, the parties agree the Agreement is hereby amended as follows:

1. Subsection k. Payments for Emergency Medicine Professional Services. is added to **Attachment A-2 Fee For Service Compensation, Section II. Carve-Outs** as follows:

Product	Company Fee Schedule
Medicare Advantage HMO Plans	
Medicare Advantage PPO Plans	
Commercial HMO Plans	
Commercial PPO Plans/Other Commercial Plans	

2. Subsection l. Payments for Overflow General Surgery Professional Services. is added to **Attachment A-2 Fee For Service Compensation, Section II. Carve-Outs** as follows:

Product	Company Fee Schedule
Medicare Advantage Plans	
Medicare Advantage PPO Plans	
Commercial HMO Plans	
Commercial PPO Plans/Other Commercial Plans	

Page 48 of 223

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to be effective as of the Effective Date.

Provider

Intermountain IPA, LLC

Dev
Ramsamy

Digitally signed by Dev
Ramsamy
Date: 2024.05.17
10:17:07 -07'00'

By _____

By _____

Devaraj A. Ramsamy

Name _____

Name _____

Regional VP Finance - Desert Region

Title _____

Title _____

05/17/2024

Date _____

Date _____

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

Issue:	Amendment Number Nine and Amendment Number Ten to Participating Provider Agreement with SilverSummit Healthplan, 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 Amendments to Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 9 & 10 – extend through 6/30/2027
Amount: Revenue based on volume
Out Clause: 90 days w/o cause prior to any anniversary period

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

BACKGROUND:

On June 21, 2017, the Governing Board approved the Participating Provider Agreement with SilverSummit Healthplan, Inc. to provide its members healthcare access to the hospital and its associated Urgent Care facilities. Amendment 1, effective July 1, 2017, added Attachment A on Enhanced MCO Capitated Payment and updated other miscellaneous provisions. Amendment 2, effective November 1, 2018, added Attachment C on Commercial Exchange for Product Attachment, Regulatory Requirements and Compensation Schedule/Facility Services/Clinic Facility. Amendment 3, effective January 1, 2019, added Attachment C on Commercial Exchange for Compensation Schedule Professional Services. Amendment 4, effective July 1, 2020, extended the Agreement Term for two (2) years effective July 1, 2020 through June 30, 2022. Amendments 5 and 6, effective January 1, 2021, added a Medicare Plan and a rate increase to the PPO Commercial-Exchange Plan, respectively. Amendment 7, effective May 1, 2020 added the MCO Directed Payment language into the Agreement from the State and County agreements. Amendment 8, effective July 1, 2022, extended the term through June 30, 2024.

Amendment Number Nine requests to update the list of Contracted Providers, effective January 1, 2024, and Amendment Number Ten requests to extend the term for three (3) years from July 1, 2024 through July 30, 2027. All other terms of the Agreement shall remain in full force and effect.

Cleared for Agenda
May 22, 2024

Agenda Item #

9

UMC's Director of Managed Care has reviewed and recommends approval of these Amendments. These Amendments have 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.

**AMENDMENT NUMBER NINE
PARTICIPATING PROVIDER AGREEMENT**

This Amendment Number Nine (“Amendment”) is entered into as of January 1, 2024 (the “Amendment Effective Date”) by and between SilverSummit Healthplan, Inc. (“Health Plan”) and University Medical Center of Southern Nevada (“Provider”), collectively referred to herein as the “Parties.”

WHEREAS, Health Plan and Provider have previously entered into a Participating Provider Agreement (the “Agreement”) effective as of July 1, 2017 (defined in the Agreement as the “Effective Date”); and

WHEREAS, the Parties desire to amend the Agreement in accordance with the amendment provisions of the Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

1. The existing Participating Provider Agreement, Schedule C Contracted Providers is hereby deleted from the Agreement in its entirety and replaced with a new Participating Provider Agreement, Schedule C Contracted Providers which is attached to this Amendment.
2. All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment as of the date above.

Health Plan:

SilverSummit Healthplan, Inc.

Authorized Signature



Printed Name: Sarah E. Fox

Title: Vice President, Network Development & Contracting

Date: 03/15/2024

ICM #:
ICMProviderAgreementAmendment_172088

PROVIDER:

University Medical Center of Southern Nevada

Authorized Signature

Printed Name:

Title:

Date:

Tax ID Number: 88-6000436

State Medicaid Number:

NPI

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE C

CONTRACTED PROVIDERS

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

[illegible]

**AMENDMENT NUMBER TEN
PARTICIPATING PROVIDER AGREEMENT**

This Amendment Number Ten (“Amendment”) is entered into as of July 1, 2024 (the “Amendment Effective Date”) by and between SilverSummit Healthplan, Inc. (“Health Plan”) and University Medical Center of Southern Nevada (“Provider”), collectively referred to herein as the “Parties”.

WHEREAS, Health Plan and Provider have previously entered into a Participating Provider Agreement (the “Agreement”) effective as of July 1, 2017 (defined in the Agreement as the “Effective Date”); and

WHEREAS, pursuant to the provision of the Agreement, the Agreement may be amended only by written agreement of duly authorized representatives of the Parties; and

WHEREAS, the Parties desire to amend the Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties agree as follows

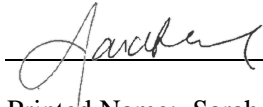
1. Article VII – Term and Termination, Section 7.1 is hereby amended to extend the termination date for three (3) years from July 1, 2024 and ending June 30, 2027.
2. All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment as of the date above.

Health Plan:

SilverSummit Healthplan, Inc.

Authorized Signature



Printed Name: Sarah E. Fox

Title: Vice President, Network Development & Contracting

Date: 04/16/2024

ICM #:

PROVIDER:

University Medical Center of Southern Nevada

Authorized Signature

Printed Name: Mason VanHouweling

Title: Chief Executive Officer

Date:

Tax ID Number: 88-6000436

State Medicaid Number: 1202877

NPI : 1548393127

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)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		SilverSummit Healthplan (subsidiary of Centene Corporation)				
(Include d.b.a., if applicable)						
Street Address:		7700 Forsyth Blvd.		Website: https://www.centene.com/		
City, State and Zip Code:		St. Louis, MO 63105		POC Name:		
Telephone No:		314-725-4477		Email:		
Telephone No:		314-725-4477		Fax No:		
Nevada Local Street Address:		SilverSummit Healthplan		Website: www.silversummithealthplan.com		
(If different from above)		2500 N Buffalo Dr.				
City, State and Zip Code:		Las Vegas, NV 89128		Local Fax No:		
Local Telephone No:		844-366-2880		Local POC Name: Keri Kelley, Compliance Officer		
				Email: keri.kelley@silversummithealthplan		

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.

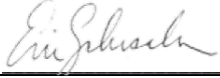
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Eric Schmacker	President and CEO (Officer, Director)	
Christopher Andrew Koster	Secretary (Officer, Director)	
Tricia Lynn Dinkelman	Vice President of Tax (Officer)	
John Brian Ternan	Sr. VP, Markets (Director)	
Andre Cisne	Treasurer (Officer)	

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

Eric Schmacker

Print Name

Plan President & CEO

Title

May 5, 2024

Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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:	Fourth Amendment to the Facility Participation Agreement with United Healthcare 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 Fourth Amendment to Facility Participation Agreement with United Healthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
 Fund Center: 3000853000
 Description: Managed Care Services
 Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
 Term: Amendment 4 – Same Term
 Amount: Revenue based on volume
 Out Clause: 180 days w/o cause

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

BACKGROUND:

Since 2024, UMC has had an Agreement with United Healthcare Insurance Company to provide its members healthcare access to the UMC Hospital and its associated Urgent Care Facilities.

The First Amendment (i) extended the term of the Agreement through October 31, 2022; and (ii) replaced the All Payer Appendix dated July 1, 2017, with the All Payer Appendix dated November 1, 2019. The Second Amendment (i) updated the language in Appendix 2's "Benefit Plan Descriptions; (ii) added the "Medicare Advantage Regulatory Requirements Appendix", and (iii) added the "Payment Appendix" into the Agreement. The Third Amendment (i) extended the term of the Agreement through October 31, 2025; (ii) replaced the All Payer Appendix dated November 1, 2019, with the All Payer Appendix dated November 1, 2022, and (iii) updated language related to Maintenance of and Access to Records as well as Time to file claims.

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

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

Cleared for Agenda
May 22, 2024

Agenda Item #

10

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

Fourth Amendment to the Facility Participation Agreement

THIS FOURTH AMENDMENT (the “Amendment”) is to the Facility Participation Agreement, between UnitedHealthcare Insurance Company, contracting on behalf of itself, PacifiCare of Nevada, Inc., and other entities that are United’s Affiliates (collectively, “United”) and University Medical Center of Southern Nevada ("Facility").

WHEREAS, the parties have previously executed the Facility Participation Agreement (the “Agreement”) effective May 15, 2004, as amended; and

WHEREAS, the parties mutually desire to modify certain aspects of their business relationship.

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

1. The capitalized terms used in this Amendment, but not otherwise defined, will have the meanings ascribed to them in the Agreement.
2. The following payment appendices attached to the Amendment are hereby added to the Agreement effective July 1, 2023:
 - Urgent Care Payment Appendix (University Medical Center of Southern Nevada)

All other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the Amendment will control.

UnitedHealthcare Insurance Company, on behalf of itself, PacifiCare of Nevada, Inc. and its other affiliates, as signed by its authorized representative	University Medical Center of Southern Nevada, as signed by its authorized representative
Signature:	Signature:
Print Name: Jean McFarlane	Print Name:
Title: Vice President, Network Management	Title: _____
Date:	Date:
	TIN: 886000436

Facility Name(s): UMC QUICK CARE

Effective Date of this Appendix: 07/01/2023

Urgent Care

Payment Appendix All Payer

[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 Board of County Commissioners ("BCC") in determining whether members of the BCC 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 the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC 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 Clark County 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 Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). This will also include Clark County Detention Center.

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 Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: United Healthcare Services, Inc.						
(Include d.b.a., if applicable)						
Street Address:		9900 Bren Road East		Website:		
City, State and Zip Code:		Minnetonka, MN 55343		POC Name:		
Telephone No:				Email:		
Nevada Local Street Address:				Website:		
(If different from above)						
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)
UnitedHealth Group Incorporated	Delaware Corporation (publicly traded as UHN)	100%

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

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

Page 66 of 223

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 Asst. Secretary Title	 Print Name Heather Long Date 11/15/22
--	--

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:

Page 67 of 223

Signature

Print Name
Authorized Department Representative

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

Issue:	Award of Bid No. 2024-02, UMC Infusion Center Improvement Project PWP# CL-2024-298, to Blueprint Construction (NOTAJO, LLC)	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the Bid No. 2024-02, UMC Infusion Center Improvement Project PWP# CL-2024-298, to Blueprint Construction (NOTAJO, LLC), the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000999901	Funded Pgm/Grant: N/A
Description: Award of Bid 2024-02 Infusion Center Improvement Project	
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385	
Term: 90 days from Notice to Proceed	
Amount: \$1,214,699.00	
Out Clause: 180 days w/o cause	

BACKGROUND:

On March 20, 2024, Bid No. 2024-02 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for UMC's improvement of 701 Shadow Lane, Las Vegas, NV 89106. The building is a four story medical office. Tenant improvement is a 5,677 sq. ft. located on the 3rd floor. Consisting of 3 exam rooms, 2 offices, 3 single user toilet rooms, conference room, soil room, medication room, IDF, break room, storage, nurse station, reception and waiting room. New partitions, doors, electrical outlets, light fixtures and plumbing fixtures per specifications. New finishes such as millwork, flooring, high-impact wall covering, corner guards and paint throughout. Electrical outlets, camera system and nurse call system. Wi-Fi ports per drawings and IT specifications included in bid package. All data will be pulled terminated and tested. Existing HVAC is being reconfigured per the new design drawings. New exhaust system per design drawings. NextGen is the provider for Fire Alarm for the building.

Cleared for Agenda
February 21, 2024

Agenda Item #

11

On Thursday, May 2, 2024, UMC received responses from:

<u>Bids Received</u>	<u>Total Base Bid Amount</u>
Blueprint Construction (NOTAJO, LLC)	\$ 1,214,699.00
Martin Harris Construction	\$ 1,248,365.00
SAVI Construction	\$ 1,692,582.00
Monument Construction	\$ 1,783,430.00

**Bid is recommended for rejection*

All of the above bids were received and opened on May 2, 2024. The apparent low bid of \$1,214,699.00 was received from Blueprint Construction (NOTAJO, LLC), who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to Blueprint Construction (NOTAJO, LLC), is in accordance with NRS 338.1385(5), a public body or its authorized representative shall award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 90 days from the date of the Notice to Proceed with a 12-month workmanship warranty. UMC may terminate the Agreement without cause prior to or during the performance of the work.

UMC's Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the bid documents and recommends award by the Governing Board.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Blueprint Construction (NOTAJO, LLC), currently holds a Clark County Business License.



May 14, 2024

Blueprint Construction
Attn: Nebiyu Tekle
1101 Enderly Lane
Las Vegas, NV 89144

RE: NOTICE OF AWARD
UMC BID NUMBER 2024, UMC Infusion Center Improvement Project (PWP NO. CL-2024-298)

Dear Mr. Tekle:

Thank you for submitting all of the required documentation for the subject Bid. All documentation appears to be in order, and this project is hereby awarded to NOTAJ0, LLC dba Blueprint Construction in the amount of \$1,214,699.00. This award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractors. No substitution of listed subcontractor(s) is permitted unless submitted to University Medical Center of Southern Nevada ("UMC") in writing in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all the resources and support needed to complete this project, while also ensuring project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with University Medical Center of Southern Nevada.

Sincerely,

Mason Van Houweling
Chief Executive Officer

Enclosures: Contract Documents (Bid Document, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance)

Cc: Monty Bowen, Plant Operations
Tamera Hone, Plant Operations
Stephanie L. Charfauros, Project Management
Jheverly Ann Malabanan

BID ATTACHMENT 1

BID NUMBER 2024-02

BID TITLE 2024-02 (UMC Infusion Center Improvement Project PWP# CL-2024-298)

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Nebiyou Tekle Digitally signed by Nebiyou Tekle
Date: 2024.04.30 12:39:56 -07'00'

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NEBIYOU TEKLE

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

702.480.1977

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

nebiyou@blueprintconstructionnv.com

EMAIL ADDRESS

NOTAJ0, LLC dba BLUEPRINT CONSTRUCTION

LEGAL NAME OF FIRM

1101 ENDERLY LANE

ADDRESS OF FIRM

LAS VEGAS, NEVADA 89144

CITY, STATE ZIP

4/30/24

DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE : NV **LICENSE NO.** NV2017160446

CURRENT COUNTY: MJB L **LICENSE NO.** 3000012031

CURRENT CITY: CITY **LICENSE NO.** G68-03332

ISSUE DATE: 09/30/2023 **EXPIRATION DATE:** 09/30/2024

ISSUE DATE: 5/1/24 **EXPIRATION DATE:** 11/1/24

ISSUE DATE: 5/1/24 **EXPIRATION DATE:** 11/1/24

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2024-02

UMC Infusion Center Improvement Project

PWP NUMBER: CL- 2024-298

NOTAJ0, LLC dba BLUEPRINT CONSTRUCTION

(NAME)

1101 ENDERLY LANE, LAS VEGAS, NEVADA 89144

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) **BID ATTACHMENT 6:** Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) **BID ATTACHMENT 4:** Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
 - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **BID ATTACHMENT 5** within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to melannie.bledsoe@umcsn.com, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
 - a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
 - 1) A description of the labor or portion of the work that the BIDDER will perform: or
 - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
 - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
5. I acknowledge that if I am one of the three apparent low BIDDER(s) at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit **BID ATTACHMENT 7**, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via email to melannie.bledsoe@umcsn.com. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

UMC Infusion Center Improvement Project

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 14 "Disclosure of Ownership/Principals"** form within 24-hours of request.
7. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 11, Schedule of Values**, by 5:00 PM of the next business day.
8. I acknowledge that if notified that I am the low BIDDER, I must submit **BID ATTACHMENT 12, Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.
9. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
10. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
11. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
 - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
 - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
12. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **\$100.00** per day as liquidated damages.
13. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
14. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions**.
15. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
16. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
17. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
18. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. <u>1</u>	dated, <u>3.26.24</u>	Addendum No. _____	dated, _____
Addendum No. <u>2</u>	dated, <u>4.5.24</u>	Addendum No. _____	dated, _____
Addendum No. <u>3</u>	dated, <u>4.10.24</u>	Addendum No. _____	dated, _____
Addendum No. <u>4</u>	dated, <u>4.11.24</u>	Addendum No. _____	dated, _____

UMC Infusion Center Improvement Project

19. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ \$292,578.00
2.	PERMITS AND FEES (if required)	\$10,000.00
3.	3 rd PARTY TESTING/QAA	\$5,000.00
4.	FRAMING, DRYWALL	\$ \$92,645.00
5.	FINISHES	\$ \$101,354.00
6.	SPECIALTIES (WALL COVERINGS/ CORNER GAURDS)	\$ \$57,698.00
7.	MILLWORK	\$ \$145,991.00
8.	PLUMBING	\$ \$80,900.00
9.	HVAC	\$ \$33,552.00
10.	ELECTRICAL	\$146,595.00
11.	LOW VOLTAGE/ COMMUNICATIONS	\$20,824.00
12.	FIRE SUPPRESSION	\$21,700.00
13.	FIRE ALARM	\$10,862.00
14.	CONSTRUCTION CONTINGENCY	\$195,000.00
15.		
16.		
17.		
18.		
	TOTAL BID AMOUNT	\$1,214,699.00

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. **Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.**

20. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☒ MBE ☒ WBE ☐ PBE ☒ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

21. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☐ Caucasian (CX) ☒ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA)) ☐ Pacific Islander (PI)
☐ Other as defined in the Instructions to Bidders.

22. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

☐ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment7).
☒ No I do not have a Certificate of Eligibility to receive preference in bidding.

23. NOTAJO, LLC dba BLUEPRINT CONSTRUCTION

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

1101 ENDERLY LANE

ADDRESS OF FIRM

LAS VEGAS, NEVADA 89144

CITY, STATE, ZIP CODE

702.480.1977

TELEPHONE NUMBER

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: 0086681

LICENSE CLASS: B - General

LICENSE LIMIT: \$5,000,000.00

ONE TIME LICENSE LIMIT INCREASE \$_____ IF YES, DATE REQUESTED _____

DUN & BRADSTREET NUMBER 117524345

CLARK COUNTY BUSINESS LICENSE NO. G68-03332

STATE OF NEVADA BUSINESS LICENSE NO. NV20171604498

Nebiyon Tekle
SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NEBIYOU TEKLE

AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

nebiyou@blueprintconstructionnv.com

E-MAIL ADDRESS

4/30/24

TODAY'S 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.

BID ATTACHMENT 14 **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: NOTAJO, LLC dba BLUEPRINT CONSTRUCTION						
(Include d.b.a., if applicable)						
Street Address:		1101 ENDERLY LANE		Website: WWW.BLUEPRINTCONSTRUCTIONNV.COM		
City, State and Zip Code:		LAS VEGAS, NEVADA 89144		POC Name: NEBIYOU TEKLE		
				Email: NEBIYOU@BLUEPRINTCONSTRUCTIONNV.COM		
Telephone No:		702.480.1977		Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
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)
STELLA VITTORIO	MANAGING MEMBER	51%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

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

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

<p style="text-align: center;"><i>Nebiyou Tekle</i></p> <p>Signature</p> <p style="color: blue; text-align: center;">MANAGING MEMBER</p> <p>Title</p>	<p style="color: blue; text-align: center;">NEBIYOU TEKLE</p> <p>Print Name</p> <p style="color: blue; text-align: center;">5/1/24</p> <p>Date</p>
---	--

BID ATTACHMENT 14 (page 2) 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 BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue:	Award RFP No. 2024-01 Documentation Retrieval Services to Claim Services, Inc.	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board RFP No. 2024-01 Documentation Retrieval Services to Claim Services, Inc.; approve the RFP No. 2024-01 Service Agreement; authorize the Chief Executive Officer to execute any extension options and future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Documentation Retrieval Services	
Bid/RFP/CBE: RFP 2024-01	
Term: 9/1/2024 to 8/31/2027 with two, 1-year options	
Amount: NTE \$125,000 per year; potential aggregate is NTE \$625,000 for five (5) years	
Out Clause: 30 days w/o cause	

BACKGROUND:

On February 14, 2024, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFP No. 2024-01 for Documentation Retrieval Services. The RFP was also published in the Las Vegas Review Journal on February 18, 2024. On March 20, 2024 closing date, there were no responses received.

On April 5, 2024, UMC re-advertised and re-opened this project for another seven (7) days. On April 12, 2024 closing date, there were no responses received. Therefore, in accordance with NRS 332.148, this project/contract may now be let without further solicitation. UMC recommends the award and contract approval with Claim Services, Inc. (incumbent).

For the not-to-exceed total RFP award of \$625,000 for the Term of the Agreement, Claim Services will continue to provide documentation retrieval services to UMC. The services will include, but are not limited to, the following:

Cleared for Agenda
May 22, 2024

Agenda Item #

12

- To collect required third-party billing documentation and/or information from former patients (e.g., Accident Detail Forms, Assignment of Benefits, Authorization for the Release of Medical Records, Birth Certificates, Death Certificates, Medicare IDs, etc.) within thirty (30) days of receipt of UMC's referral;
- Contact former patients by telephone, electronic mail (e-mail) and written correspondence via United States Postal Service in accordance with all relevant state and federal laws, including HIPAA and HITECH privacy laws, as may be amended from time to time;
- Provide at least two (2) bilingual English-Spanish speakers with access to resources for other languages as necessary; and
- Provide necessary monthly progress reports to UMC.

The Agreement Term is from September 1, 2024 through August 31, 2027 with the option to extend for two (2) one-year periods. Staff has negotiated the terms of the Agreement and fee associated with these services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO to (i) sign the Service Agreement; (ii) exercise any extension options at his discretion if deemed beneficial to UMC; and (3) execute future amendments within the not-to-exceed yearly amount of this Agreement.

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

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**SERVICE AGREEMENT FOR
DOCUMENTATION RETRIEVAL SERVICES
RFP NO. 2024-01**

CLAIM SERVICES, INC.
NAME OF COMPANY
Kevin Willis, Vice President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
100 N. Lincolnway, Suite A North Aurora, IL 60542
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(800) 939-6997 ext. 157
(AREA CODE) AND TELEPHONE NUMBER
<u>KevinWillis@ClaimServices.org</u>
E-MAIL ADDRESS

SERVICE AGREEMENT FOR DOCUMENTATION RETRIEVAL SERVICES

This Service Agreement (the "Agreement") is made and entered into this 1st day of September 2024 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and CLAIM SERVICES, INC., an Illinois corporation with its principal place of business at 100 N. Lincolnway, Suite A, North Aurora, IL 60542 (hereinafter referred to as "COMPANY") for Documentation Retrieval Services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from the Effective Date and continuing for three (3) years ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit B**) for the not-to-exceed amount of **\$125,000 per year** for the Term of this Agreement. It is expressly understood that the entire Scope of Services defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

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

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

C. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must notify HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In

performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.

- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failure to perform under this Agreement.
- F. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kim Hart, Patient Accounting Department**, telephone number **(702) 383-3762** or his/her designee. HOSPITAL's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such

information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

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

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

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

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

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph F.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

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

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: Claim Services, Inc.
 Attn: Kevin Willis, Vice President
 100 N. Lincolnway, Suite A
 North Aurora, IL 60542

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

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

F. Indemnity

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

G. Governing Law / Venue

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

H. Covenant Against Contingent Fees

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

I. Gratuities

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

J. Audits

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

K. Covenant

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

L. Confidential Treatment of Information

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

M. ADA Requirements

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

N. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this

paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

O. Public Records

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

P. Publicity

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

Q. Business Associate Agreement

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

R. Clark County Business License / Registration

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

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

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

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

S. Prohibition Against Israel Boycott

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

T. Counterparts

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

U. Survival of Terms

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

V. Waiver; Severability

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

W. Complete Agreement

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

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

HOSPITAL:

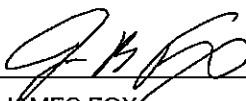
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

CLAIM SERVICES, INC.

By: 
JAMES FOX
Chief Executive Officer

4/30/24

DATE

EXHIBIT A
DOCUMENTATION RETRIEVAL SERVICES
SCOPE OF SERVICES

I. SCOPE OF SERVICES

HOSPITAL shall refer to COMPANY certain patient accounts for documentation retrieval services for the purpose of collecting required third-party billing documentation and/or information from former patients. HOSPITAL shall dictate the volume and frequency of such referrals. COMPANY shall provide its best efforts in obtaining the requested documentation and/or information within thirty (30) days of receipt of referral however, after thirty (30) days, the referral must be returned to HOSPITAL. COMPANY shall at all times observe and comply with all laws and regulations of the federal, state, and local governments.

II. HOSPITAL INFORMATION

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

B. **Location:**

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

C. **Gross Patient Revenue:**

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

D. **Net Patient Revenue:**

- i. UMC: \$779,345,339

E. **Patient Accounting System:** Epic

- i. Daily note files will be required from COMPANY

III. VENDOR REQUIREMENTS

A. Accounts will be placed with COMPANY per UMC's discretion.

- i. In order to resolve an account, all efforts to gather necessary documentation and outstanding account information including, but not limited to, the following:
 - 1. COMPANY must triage the account on the day of receipt.
 - 2. COMPANY to obtain the following documentation as needed:
 - a. Accident Detail Forms
 - b. Assignment of Benefits
 - c. Authorization for the Release of Medical Records
 - d. Birth Certificates
 - e. Claim Forms
 - f. COBRA Applications
 - g. Coordination of Benefits
 - h. Certificate of Credible Coverage
 - i. Death Certificates
 - j. Marriage Certificates
 - k. Medicare IDs
 - l. Medicare Secondary Payer Documentations
 - m. Medicare Common Working File Updates
 - n. Police Traffic Crash Reports
 - o. Primary Care Physician Referral Forms
 - p. Student Policy Updates
 - q. Subrogation Forms
 - r. Any other requested insurance documentation needed that is not listed above
 - 3. Face-to-face interaction with patient via onsite appointment or home visit as needed.
 - 4. COMPANY must have at least two (2) bilingual English-Spanish speakers with access to resources for other languages as necessary

B. COMPANY's staff must hold themselves to the standard of UMC when speaking to any and all parties outside of UMC regarding any UMC account.

C. To ensure HIPAA and HITECH compliance; UMC's accounts will be maintained separately from any other client accounts handled by COMPANY.

- D. COMPANY will be able to send and receive encrypted emails.
- E. COMPANY will return the accounts, all information and/or documentation to UMC upon UMC's request according to a mutually agreed upon process.
- F. COMPANY will ensure that it is properly staffed with qualified employees to successfully handle the processing and resolution of accounts placed by UMC.
- G. COMPANY will provide to UMC the following reports on a monthly basis:
 - i. Invoice
 - ii. Closed Account List
 - iii. Open Account Updates
- H. COMPANY will resolve accounts within a thirty (30) day turnaround timeframe.
- I. UMC will provide demographic, insurance and contact information, and provide one specific line of information to provide guidance/set expectations for all patient accounts. COMPANY will contact former patients by telephone, electronic mail (e-mail) and written correspondence via United States Postal Service in accordance with all relevant state and federal laws, including HIPAA and HITECH privacy laws, as may be amended from time to time.
- J. COMPANY will not utilize third-party subcontractors to perform the obligations expected herein without the written consent of UMC.

EXHIBIT B
FEE SCHEDULE

HOSPITAL shall pay COMPANY a flat rate of \$95 per account resolved for third party billing or other types of documentation

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada
c/o Legal Department
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2024

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C, No, Ext): 708-845-3000 E-MAIL Address: certificates@thehortongroup.com	FAX (A/C, No):
INSURED Claim Services Inc. 407 W Galena Blvd Aurora IL 60506	CLAISER-01	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Selective Insurance Co of Southeast		39926
INSURER B : Scottsdale Insurance Company		41297
INSURER C : Markel Insurance Company		38970
INSURER D : Axis Insurance Company		37273
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 286004271

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2620248	9/13/2023	10/15/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			S 2620248	9/13/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			EKS3499016	10/15/2023	10/15/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	Errors and Omissions Cyber			MKLC3PEO000695 P-001-001224092-01	10/29/2023 10/15/2023	10/15/2024 10/15/2024	Limit Limit 3,000,000 3,000,000

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

Additional insured with respect to the general liability coverage only when required by written contract:

Project: Documentation Retrieval Services

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

II. ACKNOWLEDGMENTS

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

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

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

the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

V. RIGHT TO AUDIT

- (a) Business Associate agrees:
 - (i) To provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
 - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services

has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

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

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

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

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

Mason Van Houweling
Chief Executive Officer

By:  _____

James Fox
Chief Executive Officer

Date: _____

Date: 4/30/24 _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	XX Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		Claims Services, Inc.				
(Include d.b.a., if applicable)						
Street Address:		100 N. Lincolnway, Suite A		Website: www.claimservices.org		
City, State and Zip Code:		North Aurora, IL 60542		POC Name: Jennifer Houck		
				Email: jennifer.houck@claimservices.org		
Telephone No:		877-658-3960		Fax No: N/A		
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)
James Fox	CEO	59.5%
Mark Hackman Brooks	COO	
William Fox		12.75%
Alex Wolicki	CFO	

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

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

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


 Signature
 CEO
 Title

James Fox
 Print Name

5/6/24
 Date

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

Issue: Award RFP 2023-05 Courier Services to B2B Delivery, LLC	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit Finance Committee review and recommend for award by the Governing Board RFP 2023-05 Courier Services to B2B Delivery, LLC; approve the Agreement for RFP 2023-05 Courier Services; authorize the Chief Executive Officer to execute any extension options and future amendments within the not-to-exceed amount of the Agreement; or take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000705000	Funded Pgm/Grant: N/A
Description: Supply Distribution Services	
Bid/RFP/CBE: RFP 2023-05	
Term: 3 years with two, one year renewal options	
Amount: Contract value: \$867,534.12; NTE \$1,500,000.00	
Out Clause: 15 days w/o cause	
Budget Act and Fiscal Fund Out	

BACKGROUND:

On March 11, 2024, a notice for RFP 2023-05, Courier Services was published in the Las Vegas Review Journal and posted on the Nevada Government eMarketplace (NGEM) Portal. On April 8, 2024, responses were received from:

Crossroads Courier
The Forrest Group
B2B Delivery, LLC
Vargas Courier & Logistics LLC
Sun Son Enterprise (Sun Son Trucking LLC)

An ad hoc committee reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with B2B Delivery, LLC.

Cleared for Agenda
May 22, 2024

Agenda Item #

13

B2B Delivery LLC will provide courier services that will deliver and pick up stock and non-stock medical supplies to all existing and future UMC Primary and Quick Care location, as well as other local hospitals and businesses as deemed appropriate for UMC's business needs.

The Agreement for RFP 2023-05 Courier Services ("Agreement") term is for a period of three (3) years, with options for two, one year renewals. The contract value is estimated at \$867,534.12 which includes 3% annual increases; however, staff requests authority for funding up to \$1,500,000 for the initial term and renewal years to account for any excess charges for non-scheduled, non-standard services. Staff has negotiated the terms of the Agreement and fees associated with the services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO to (i) sign the Service Agreement; (ii) exercise any extension options at his discretion if deemed beneficial to UMC; and (3) execute future amendments within the not-to-exceed amount of this Agreement.

UMC's The Interim Supply Chain Services Director has reviewed and recommends award to B2B Delivery and approval of this Agreement. This Agreement has been approved as to for by UMC's Office of General Counsel.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR
RFP 2023-05 COURIER SERVICES**

B2B DELIVERY, LLC
NAME OF FIRM
Doug Greene
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3140 Polaris Ave Ste. 22 Las Vegas, NV 89102
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
702-708-6588
(AREA CODE) AND TELEPHONE NUMBER
Doug@B2Bdelivers.com
E-MAIL ADDRESS

AGREEMENT FOR RFP 2023-05 COURIER SERVICES

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and B2B DELIVERY, LLC having an address at 3140 Polaris Ave. Ste. 22 Las Vegas, NV 89102 (hereinafter referred to as "COMPANY"), for Courier Services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$867,534.12 for the term as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from Effective Date for a period of three (3) years ("Initial Term"). HOSPITAL will have two, one (1) year options to renew ("Renewal Term" and together with the Initial Term, the "Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience but shall not exceed five (5) years.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Service (**Exhibit A**) for the fixed not-to-exceed fee of \$867,534.12 for the Term. It is expressly understood that the entire Scope of Service defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fees as indicated in the Fee Schedule.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Service, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in **Exhibit A**, Scope of Service will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by

COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.

6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Service.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF SERVICE

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

SECTION IV: CHANGES TO SCOPE OF SERVICE

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

SECTION V: RESPONSIBILITY OF COMPANY

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

the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any

other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Jason O'Rullivan, telephone number (702) 383-6245 or his designee Rick Eubanks, telephone # 702-671-8790. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

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

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

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

compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

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

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

2. Termination for Convenience

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

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

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

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

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

TO COMPANY: B2B Delivery LLC
3140 Polaris Ave.
Ste. 22
Las Vegas, NV 89102

SECTION XII: MISCELLANEOUS

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

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

E. Clark County Business License / Registration

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

F. Complete Agreement

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

G. Confidential Treatment of Information

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

accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D.**

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

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

L. Governing Law / Venue

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

M. Gratuities

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

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

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

O. Indemnity

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

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. Publicity

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

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE),

Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms.

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

W. Waiver; Severability

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

B2B DELIVERY, LLC.

By:  _____
RIA LASCIO DATE
Vice President

EXHIBIT A **2023-05 COURIER SERVICES** **SCOPE OF SERVICE**

Background

A courier service is a required service for this organization. The courier service will deliver and pick up stock and non-stock medical supplies to all existing and future Primary and Quick care locations, as well as other local hospitals and businesses as deemed appropriate for UMC's business needs. The courier service for transporting items will be notified in writing of such routine location changes and will make itself available to UMC per delivery needs. Additionally, the courier will support any deliveries that need to be made between the organization and it's off campus locations or between UMC and other delivery destinations as required 24/7, 365 days per year.

Place of Performance

As a courier service, this contracted service will work throughout the Las Vegas valley and within the hospital including UMCSN, UMCSN Quick Care, and UMC Primary Care locations. If other UMC Satellite locations are added during the duration of the awarded contract, coverage will be extended to those facilities.

Place of Performance

As a courier service, this contracted service will work throughout the Las Vegas valley and within the hospital including UMCSN, UMCSN Quick Care, and UMC Primary Care locations. If other UMC Satellite locations are added during the duration of the awarded contract, coverage will be extended to those facilities.

PICK-UP LOCATION	HOURS OF OPERATION	DELIVERY LOCATION
Nellis Quick Care 61 N. Nellis Blvd. Las Vegas, NV 89110	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Peccole Quick Care 9320 W. Sahara Las Vegas, NV 89117	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Summerlin Quick Care 2031 N. Buffalo Las Vegas, NV	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Sunset Quick Care 525 Marks Street Henderson, NV 89014	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Centennial Quick Care 5785 Centennial Center Blvd.	8:00 a.m. to 7:30 p.m. M-F	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102

Las Vegas, NV 89149	8:00 a.m. to 4:00 p.m. Sat & Sun	
Spring Valley Quick Care 4180 S. Rainbow Blvd. Suite 810 Las Vegas, NV 89103	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Blue Diamond Quick Care 4760 Blue Diamond Rd. Suite 110 Las Vegas, NV 89139	8:00 a.m. to 8:00 p.m. M-F 8:00 a.m. to 8:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Rancho Quick Care 4331 N. Rancho Dr. Las Vegas, NV 89130	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat-Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Southern Highlands Primary Care 11860 Southern Highlands Parkway Suite 102 Las Vegas, NV 89141	8:00 a.m. to 4:00 p.m. M-F	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Enterprise QC 1700 Wheeler Peak Dr Las Vegas, NV 89106	8:00 a.m. to 5:30 p.m. M-F	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102

Airport (Blue Diamond)	8:00 a.m. to 5:30p.m. M-F	UMC Campus 1800 W. Charleston Blvd
UMC Orthopedic & spine	8:00 a.m. to 5:30p.m. M-F	UMC Campus 1800 W. Charleston Blvd
Aliante QC/PC	8:00 a.m. to 5:30p.m. M-F	UMC Campus 1800 W. Charleston Blvd

Work Requirements

A. Definitions

- 1.“Hospital” refers to University Medical Center of Southern Nevada and its facilities, departments, and locations.
- 2.“Company” means B2B DELIVERY, LLC
- 3.“Services” means work provided by the Company as detailed in this Scope of Work.

4. "Pricing" means rates agreed between the Hospital and Company detailed in this Scope of Work.
5. "Screening" means requirements detailed in Section E., Courier Screening.
6. "Route" and "Routine" means a predetermined sequence of scheduled pickups and deliveries at any Hospital facilities.
7. "Ready Time" means, the time a parcel is ready for pick-up, as advised by Hospital.
8. "Will-Call" means, a scheduled stop on a Route within a specific time window that is only performed when called-in ahead of time.
9. "Unscheduled work" "STAT" and "On-Demand" means unscheduled calls for service by Hospital and are typically urgent requests for service at specific time parameters such as pick-up and a delivery within (2) hours, (4) hours and (6) hours of the Ready Time 365 days per year, 24 hours per day, 7 days per week to include holidays.
10. "Uniform" means Company apparel with a visible logo that is business appropriate, such as polo shirts, dress pants or khakis and Company and/or client credentials. Company employees and/or subcontractors shall adhere to a dress code and professional appearance requirements, approved by the client.
11. "Preferred scheduled time" means the Hospital's requested time of service in a specific location. Following a Local Pick-Up (P/U), delivery return by Company to Hospital Campus must be made within ninety (90) minutes.
12. "Non-Routine Shipment" means a shipment type not transported on a regular basis. The minimum required services are described below in this Statement of Work (SOW) to be performed. The Company will provide same day pickup and delivery services for routine scheduled services and On-Demand service as follows:

1. Routine stops performed as per scheduled Routes, within +/- 15 minutes of preferred scheduled time.
2. On-Demand service as defined in 9 above.
3. All services are to be available 365 days per year, 24 hours per day, 7 days per week to include holidays.

B. Required Staffing – COMPANY shall:

1. Provide dedicated couriers to perform all Services on schedule.
2. Provide On-Demand couriers to perform unscheduled work and act as a pool of backup Route couriers.
3. Provide account management to address and resolve any service issue, requested and complaints.
4. Provide operational supervision and senior management involvement in the account.
5. Provide a staffed, live, call center / dispatch with toll-free telephone number 24 hour a day, 7 days a week, 365 days a year, or equivalent approved by client.

C. Required Communication – COMPANY shall:

1. Provide contact numbers routine communication and for requesting an emergency non-scheduled dispatch 24 hour a day, 7 days a week, 365 days a year.
2. A method of communication with couriers (smartphone and applications) must be in place at all times.
3. Provide management contact numbers.
4. Provide email to communicate service issues and automatically trigger a service ticket.

5. Provide as agreed upon, an on-line tool to request and schedule courier service 24 hour a day, 7 days a week, 365 days a year.

D. Vehicles

1. Company shall ensure that any and all vehicles used in providing Services have adequate space and design to safely and appropriately transport all parcel types.

2. Company will ensure that all privately owned vehicles are inspected and evaluated upon hire to ensure Company's quality standards and safety measures are followed. Reviewed annually and spot checks occur routinely. Vehicle changes must be approved by the Company's management and pass evaluation and inspections per Company's previously provided evaluation and inspection requirements.

3. In the event that any vehicle is disabled, Company will arrange for alternative transportation, as well as a vehicle replacement (swap out) policy that guarantees a replacement vehicle in less than two hours.

E. Courier Screening

Company will provide evidence of employment screening, and must be provided to Hospital within 1 business day of request.

The Company's courier pre-hire and annual screening must include the following:

- a) Criminal Background checks (no felony convictions or drug related misdemeanors)
- b) Exclusion Screening
- c) Drug Screening
- d) Valid Driver License without restrictions in the local State where the Courier resides. Restrictions related to a medical condition such as corrective lenses, which will not hinder the driver from the performance of their duties will be allowed
- e) Two or less moving violations with in the last 3 years will be allowed
- f) Three moving violations within last 3 years Per Purchaser will be allowed
- g) Four or more moving violations within last 3 years will not be allowed
- h) Drunk driving or related charge (one conviction only, >3 years) Per Purchaser Approval
- i) Accidents per Purchaser Approval
- j) Current suspended license will not allow
- k) All other MVR Negative Findings per Purchaser Approval

F. Courier Health Requirements

Hospital has the right to request evidence of Company's couriers meeting these requirements. If requested, evidence must be provided in 2 business days of request:

- 9 Panel Urine Drug Screen (upon hire) Standard 9 Panel Components: Amphetamines, Barbiturates, Methadone, Opiates, Benzodiazepines, Cannabinoids, Cocaine, Phencyclidine, and Propoxyphene

- Influenza: Immunization or masking required during flu season

G. Courier Badging and Site Orientation

The Company will not utilize Couriers without proper screening and health requirements.

H. Courier Training

To comply with industry standards and guidelines for shipping of category A, infectious substance affecting humans and category B, biological substance per 49CFR 172.700/IATA 1.5. the Company will provide Couriers on-boarding and annual training meeting HIPAA, OSHA, DOT and other State and Federal training requirements.

In addition to internal training, Company will ensure couriers are trained and abide by all regulations. Certification includes Biohazard, Specimen Integrity & Exposure Control and Policies & Procedures per OSHA 29CFR 1910.1030, spill clean-up, HIPAA and HITECH regulations.

Additionally, Company will provide the Couriers the appropriate application software, site and parcel specific training prior to being deployed in the field for independent work.

Company's personnel must wear suitable Company-issued uniforms, including identification badge with the picture and name of the courier that must be worn and visible at all times. Unauthorized individuals or animals are not allowed to ride with the couriers in their vehicle while working.

Couriers will be trained and sign acknowledgements to Company's policies and procedures which include but are not limited to, Personal Hygiene, Dress Code, Workplace Violence and Harassment etc. and will at all times present a professional appearance and demeanor.

I. Technology and Reports – COMPANY shall:

1. Provide real-time tracking and monitoring of packages and delivery vehicles with unlimited Proof of Delivery required.
2. Provide barcode and scanning capabilities that are equally available to all current and future regions and business units,
3. Provide documented detailed and customized monthly/quarterly reports as requested by Hospital, data analysis, and key performance indicators against which contract adherence and performance can be measured.
4. Incident reporting will be managed via cloud-based software. All service issues are captured and addressed, and requests are all a priority. Company will take immediate action to provide Hospital with issue detail, cause, resolution and follow-up.

J. Compliance: Federal, State – COMPANY SHALL:

1. Adhere to all applicable OSHA, DOT, HIPAA, HITECH and State regulations where operational for shipping clinical laboratory specimens, blood product, blood borne pathogens, pharmaceuticals and sterile and non-sterile instruments.
2. Provide account management to oversee the training, performance and accountability of staff members.
3. Provide documentation that couriers and drivers are trained and certified annually in OSHA and DOT, as it pertains to their job duties.
4. Provide documented courier/driver training and development to include HIPAA compliance aimed at

maintaining confidentiality of patient information.

5. Provide documented and updated processes, policies, procedures, Routes, contact information, emergency response and disaster/recovery planning.

6. Provide a documented method to monitor and ensure all couriers maintain a valid driver's license and insurance.

7. Provide availability for designated HOSPITAL personnel to observe courier performance and activities as it relates to the delivery of services under this contract.

8. Provide HOSPITAL with the right to physically review any and all Routes with proper notice given to the Company.

K. Lab Transportation – COMPANY SHALL:

1. Pick-up and delivery of lab specimens within defined pick-up and delivery times.

2. Perform daily Routed work that may comprise of multiple pick-up and exchange locations delivering to multiple testing lab sites if applicable.

3. Document transportation and temperature-controlled procedures to transport properly identified frozen, refrigerated, incubated, body temperature and room temperature specimens.

4. Provide the following Equipment:

a. Appropriate biological spill kits and instructions for use by each Courier that transports lab or other biological specimens

b. Vehicles used in providing services under this contract must have adequate space and design to safely and appropriately transport all specimens and materials covered by this contract

c. No unauthorized personnel or animals may be transported in vehicles used for providing services under this contract.

d. Courier equipment configuration will be agreed between Company and Hospital and documented on a site/region specific SOP

L. Non-lab Transportation – COMPANY shall:

1. Provide supplies transported from designated supply chain location (ideally near the dock).

a. Must provide electronic POD

b. Must provide correct vehicle size needed to transport supplies

2. Provide transportation of other items such as:

a. Pharmaceuticals

b. Mail and correspondence

c. Medical Records

d. Diagnostic imaging

e. Equipment

f. Supplies

g. Surgical instruments

M. Shipment Transportation and Handling

The Company will maintain a list of all routine parcel/shipment types and their appropriate packing and method of transportation. This list will be based on industry best practice, Hospital policy and/or manufacturer's guidelines and submitted for approval by Hospital. Any changes to this list will be submitted for approval by Hospital. Unless otherwise specified by Hospital, all parcels/shipments, will be packed and transported in accordance to industry best practices and/or manufacture's guidelines. Transportation will be performed by couriers who are experienced, trained and certified at transporting those specific parcel/shipment types.

Non-routine and/or High Value Shipment transportation will be evaluated individually to establish handling as above and pre-approved by Hospital. Hospital shall define approvers for non-routine transportation.

N. Routed Work

Route stop times have been established by Hospital to best accommodate the hours of operation at each location. Pricing has been established by Route and detailed in Other Requirements. The Company shall bill for the services performed on a weekly basis. All invoices shall notate the billing period and include an account number or other unique identification number associated with each business unit.

O. On-Demand Work

Non-scheduled work can be performed at any location within the service area, with or without scheduled stops. Rates detailed in Other Requirements. The Company shall bill for the services performed on a weekly basis. All invoices shall notate the billing period and include an account number or other unique identification number associated with each business unit.

P. Implementation Plan

The duration of the implementation is based on a four (4) to eight (8) week timeline per region. An implementation plan will be prepared and agreed by the Company and Hospital.

Q. Emergency Situations

Hospital shall report immediately to Company, and Company shall report immediately to the Hospital, any unexpected incident known to involve any errors, deaths or other related events or injuries during the course of Company conducting the Services, and any safety hazards known to be related to the Services if the incident may have an adverse impact on Hospital or Company. The parties agree that Company and/or its employees and Courier are prohibited from (a) publicly disclosing any information related to any such events, including making statements to the media, and (b) otherwise disclosing such information with the intent or reasonable expectation that the recipient(s) of such information will directly or indirectly disclose such information publicly.

R. Severe Weather Action Plan – COMPANY shall:

Work with Hospital to tailor a severe weather action plan for continuity as required during predictable severe weather events. The plan for maintaining continuity of services may include actions such as:

- Temporary route changes
- Alternate delivery sites
- Resumption of normal service
- Availability of four-wheeled drive vehicles

•Communication Outage Contingency Plan

S. Contingency Plan – COMPANY shall:

Work with Hospital to tailor a disaster recovery and continuity plan to meet needs and prepare it in such a way that if/when needed will be effective for use. The recovery from a disaster and maintaining continuity of services during a natural or man-made disaster. Plan objectives will be as follows:

Provide service guidelines for short term (24 hours), medium term (24 – 72 hours) and long term (greater than 72 hours) operation in emergency situations

T. Disaster Response

In the event of a disaster (e.g., act of God, earthquake, fire, flood, natural disaster, inclement weather, epidemic, pandemic, act of terrorism, explosion, sabotage, civil unrest, etc.) impacting the Services of the Company, Company agrees that it will use all commercially reasonable and good faith efforts to provide such Services within twenty-four (24) hours' notice from Hospital, or as soon thereafter as possible, and to provide such Services as quickly as possible.

V. FEE SCHEDULE

1. Standard Response Time
The Company must respond to telephone calls and make deliveries within four (4) hours of the initiation of such notification.
2. Immediate Response Time
The Company must respond to immediate telephone calls within forty-five (45) minutes to one (1) hour of the initiation of such calls, and deliver the material or medical specimens directly to the destination point without making any other stops.
3. Premium Standard Response Time
The Company must respond to telephone calls and make deliveries within four (4) of the initiation of such notification on Weekends, After-Hours, and Holidays.
4. Premium Immediate Response Time
The Company must respond to immediate telephone calls within forty-five (45) minutes to one (1) hour of the initiation of such calls, and deliver the material or medical specimens directly to the destination point without making any other stops on Weekends, After-Hours, or Holidays.

LOT #1:

1.A ONE (1) PICK-UP PER DAY

TYPE OF PICK-UP	DAYS SERVICED	COST PER DELIVERY	# OF DELIVERIES P/MONTH	MONTHLY ESTIMATED COST	# OF DELIVERIES P/YEAR	ESTIMATED ANNUAL COST
Out Patient Therapy	Mon - Fri	\$25.50	(x) 22	\$561.00	(X) 12	\$6,732.00
Enterprise Medical Center Standard	Mon - Fri	\$25.50	(x) 22	\$561.00	(x) 12	\$6,732.00
Enterprise Medical Standard	Sat. & Sun.	\$38.25	(x) 4	\$153.00	(x) 12	\$1836.00

Standard: Monthly Total	\$1,275.00
Standard: Annual Total	\$15,300.00

1.B ONE (1) PICK-UP PER DAY; 5 DAYS PER WEEK (* indicates Three (3) pickups per day)

TYPE OF PICK-UP	DAYS SERVICED	COST PER DELIVERY	# OF DELIVERIES P/MONTH	MONTHLY ESTIMATED COST	# OF DELIVERIES P/YEAR	ESTIMATED ANNUAL COST
Nellis Quick Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 12	\$6,120.00
Peccole Quick Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 12	\$6,120.00
Centennial Hills Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 12	\$6,120.00
Summerlin Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Sunset Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Southern Highlands Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Blue Diamond Quick Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Enterprise Quick Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Spring Valley Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Enterprise Lab*	Mon - Fri	\$25.50	(X) 60	\$1530.00	(X) 720	\$18,360.00
Rancho Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00

Standard: Monthly Total	\$5,100.00
Standard: Annual Total	\$61,200.00

1.C NON-SCHEDULED PICK-UPS OR DELIVERIES

TYPE OF PICK-UP	DAYS	COST PER DELIVER	# OF	MONTHLY ESTIMATED	# OF DELIVERIES	ESTIMATED
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	SERVICED	Y	DELIVERIES P/MONTH	COST	P/YEAR	ANNUAL COST
Lied Ambulatory Standard	Mon - Fri	\$25.50	(X) 2	\$51.00	(X) 24	\$612.00
Wellness Center Standard	Mon - Fri	\$25.50	(X) 2	\$51.00	(X) 24	\$612.00
Total Life Care Standard	Mon - Fri	\$25.50	(X) 11	\$280.50	(X) 132	\$3,366.00
UMC/Pharmacy Standard	Mon - Fri	\$25.50	(X) 5	\$127.50	(X) 60	\$1,530.00
UMC/Pharmacy Standard	Sat & Sun	\$38.25	(X) 22	\$841.50	(X) 264	\$10,098.00
Surgery Department Standard	Mon - Fri	\$25.50	(X) 8	\$204.00	(X) 96	\$2,448.00
Surgery Department Standard	Sat & Sun	\$38.25	(X) 8	\$306.00	(X) 96	\$3,672.00

Standard: Monthly Total	\$1,861.50
Standard: Annual Total	\$22,338.00

1.D ON_CALL, NON-SCHEDULED PICK-UPS OR DELIVERIES

TYPE OF PICK-UP	DAYS SERVICED	COST PER DELIVER Y	# OF DELIVERIES P/MONTH	MONTHLY ESTIMATED COST	# OF DELIVERIES P/YEAR	ESTIMATED ANNUAL COST
On-Call	Mon - Fri	\$25.50	(X) 22	\$561.00	(X) 12	\$306.00

Standard: Monthly Total	\$,1.530.00
Standard: Annual Total	\$18,360.00

1.E NON-STANDARD SERVICES

TYPE OF PICK-UP	PRICE PER DELIVERY	MONTHLY # OF STOPS	MONTHLY ESTIMATED COST	# OF DELIVERIES P/YEAR	ESTIMATED ANNUAL COST
Immediate Response	\$25.50	(X) 60*	\$1530.00	(X) 12	\$18,360.00
Premium Standard	\$25.50	(X) 50*	\$1275.00	(X) 12	\$15,300.00

Response					
Premium Immediate Response	\$25.50	(X) 40*	\$1020.00	(X) 12	\$12,240.00

*(Estimated for Bid purposes only)

Standard: Monthly Total	\$3,825.00
Standard: Annual Total	\$45,900.00

TOTALS

CURRENT LOTS	ESTIMATED ANNUAL TOTAL BY LOT
ESTIMATED ANNUAL TOTAL: LOT # 1-1.A	\$ 15,300.00
ESTIMATED ANNUAL TOTAL: LOT # 1-1.B	\$ 18,360.00
ESTIMATED ANNUAL TOTAL: LOT # 1-1.C	\$ 22,338.00
ESTIMATED ANNUAL TOTAL: LOT # 1-1.D	\$ 306.00
ESTIMATED ANNUAL TOTAL: LOT # 2-2.A	\$ 61,200.00
TOTAL ANNUAL COST (1.A+1.C+1.C+1.D+2.A)	\$ 117,504.00
ESTIMATED ANNUAL TOTAL: LOT # 1-1.E	\$ 45,900.00
YR 1 - TOTAL ANNUAL COST (ALL LOTS)	\$ 163,404.00
YR 2 - ESTIMATED ANNUAL TOTAL WITH 3% INCREASE (ALL LOTS)	+ \$4,902.12 = \$168,306.12
YR 3 - ESTIMATED ANNUAL TOTAL WITH 3% INCREASE (ALL LOTS)	+ \$5,049.18 = \$173,355.30
OPTIONAL RENEWAL YR 4 - ESTIMATED ANNUAL TOTAL WITH 3% INCREASE (ALL LOTS)	+ \$5,201.00 = \$178,556.00
OPTIONAL RENEWAL YR 5 – ESTIMATED ANNUAL TOTAL WITH 3% INCREASE (ALL LOTS)	+ \$5,356.77 = \$183,912.70
TOTAL ESTIMATED CONTRACT VALUE (IF RENEWALS EXERCISED)	\$867,534.12

EXHIBIT B
2023-05 COURIER SERVICES
INSURANCE REQUIREMENTS

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

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

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: 2023-05 Courier Services (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2024

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

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

PRODUCER Risk Strategies Company P.O. Box 818078 Cleveland OH 44181	CONTACT NAME: Sarah Huff PHONE (A/C. No. Ext): 212-338-4338 E-MAIL ADDRESS: shuff@risk-strategies.com	FAX (A/C. No): 440-260-0218
INSURED B2B Delivery, LLC 2125 E 5th Street #105 Tempe AZ 85281	INSURER(S) AFFORDING COVERAGE INSURER A: Concert Specialty Insurance Company INSURER B: Berkley National Insurance Company INSURER C: UPLAND SPECIALTY INS CO INSURER D: Berkley Specialty Insurance Company INSURER E: INSURER F:	NAIC # 17151 38911 16988 31295

COVERAGES**CERTIFICATE NUMBER:** 818395407**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CSP8000000005300	7/9/2023	7/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		QTA4AK000015213 CSA80000000014200	7/9/2023 7/9/2023	7/9/2024 7/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USXTL0395923	7/9/2023	7/9/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D A D	Crime Cargo Physical Damage			QTP000013013 CSP80000000005300 QTP000013013	7/9/2023 7/9/2023 7/9/2023	7/9/2024 7/9/2024 7/9/2024	Limit \$100,000 Limit \$50,000 Comp/Coll Deductible \$2,500/\$2,500

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

*** The auto policies listed on this certificate do not provide coverage for unscheduled short-term rental vehicles***

Re: Project

The general liability coverage includes University Medical Center of Southern Nevada as Additional Insured, solely as respects the Named Insured's operations and negligence.

Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**University Medical Center of Southern Nevada
c/o Contracts Management
1800 W Charleston Blvd.
Las Vegas NV 89102

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

UNITED STATES FIRE INSURANCE COMPANY

(Called "We, "Our", or "Us")

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

OCCUPATIONAL ACCIDENT CERTIFICATE

This Certificate of Insurance is issued under the terms of the Master Group Policy issued to the Policyholder. We insure an Eligible Covered Person provided the Enrollment Form is received and the required premium is paid when due. We will pay the benefits described in this Certificate to a Covered Person for certain losses resulting directly and independently of all other causes from an Injury sustained in an Occupational Accident that occurs while this Certificate is in force and coverage under the Master Group Policy is in effect. Coverage is subject to all the provisions, conditions, exclusions and limitations described in this Certificate. Coverage takes effect at 12:01 A.M. on the Effective Date shown on the Schedule of Benefits.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adey
Chairman and CEO

Signature



Michael P. McTigue
Secretary

IMPORTANT NOTICE

THIS IS A CERTIFICATE FOR OCCUPATIONAL ACCIDENT BENEFITS ONLY. BENEFITS ARE NOT PAID FOR SICKNESS OR ANY OTHER TYPE OF INJURY. THIS IS NOT WORKERS' COMPENSATION INSURANCE AND DOES NOT RELIEVE AN EMPLOYER OF WORKERS' COMPENSATION COVERAGE OBLIGATIONS.

Renewal: Subject to Our consent, Your coverage may be renewed on each Anniversary Date. We have the right to refuse to renew coverage on any Anniversary Date. If we refuse to renew coverage under this Certificate, We will provide at least 31 days advanced written or authorized electronic or telephonic notice of Our intent to not renew.

Cancellation: Either You or We may end this Certificate at any time by providing the other party with written, or authorized electronic, notice. If We end this Certificate, it will be effective on the latter of: 1) the date stated in the notice; or 2) 10 days after We deliver the notice. If You end this Certificate, it will be effective on the latter of: 1) the date We receive the notice; or 2) the date stated in the notice.

PLEASE READ THIS CERTIFICATE CAREFULLY.

TABLE OF CONTENTS

SCHEDULE OF BENEFITS	3
DEFINITIONS	4
ELIGIBILITY AND EFFECTIVE DATE OF INSURANCE.....	9
TERMINATION DATE OF INSURANCE	10
DESCRIPTION OF BENEFITS	10
GENERAL EXCLUSIONS.....	18
PREMIUM PROVISIONS.....	19
GENERAL PROVISIONS.....	20
CLAIM PROVISIONS.....	20

SCHEDULE OF BENEFITS

Policyholder: CMS Business, LLC

Policy Number: US2068049

Insured Class: All Independent Contractors performing Covered Activities who elected insurance provided through the third party technology platform of CMS Business, LLC's subsidiary Contractor Management Services, LLC dba Openforce.

Insured Person: All Independent Contractors who elected insurance provided through the third party technology platform of CMS Business, LLC's subsidiary Contractor Management Services, LLC dba Openforce.

Coverage Elected for Insured Person's Sub-Contractors: ☒ YES ☐ NO ☐ N/A

Coverage Elected for Members of Insured Class's Sub-Contractors: ☒ YES ☐ NO ☐ N/A

Benefits Payable: Accident Medical/Dental Expenses Only

Certificate Effective Date: 9/1/2023

Anniversary Date: 9/1/2024

Premium Due Date: The 15th of each month

Age Limit: You will not be covered after You reach age 80

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Time Limit For Loss: 365 days from date of the Occupational Accident

Principal Sum: \$200,000

INSTALLMENT PAYMENT OPTION ELECTED FOR DEATH BENEFITS: ☐ YES ☒ NO

DISABILITY INCOME BENEFIT

Weekly Benefit

Temporary Total Disability – 70% of Average Weekly Earnings, subject to the following:

Maximum Amount per Week: \$500 minus Other Income Benefits.

Monthly Benefit

Continuous Total Disability - 4.3 times Average Weekly Earnings multiplied by 0.70 subject to the following:

Maximum Amount per Month: \$2,150 minus Other Income Benefits.

Elimination Period

Temporary Total Disability: 7 days of continuous Total Disability

Continuous Total Disability: 728 days of continuous Total Disability

Maximum Payment Period

Temporary Total Disability- 104 weeks
Continuous Total Disability- to Age 70

ACCIDENT MEDICAL/DENTAL EXPENSE BENEFITS

Maximum Benefit

\$500,000 per Occupational Accident

Time Limit for Loss

Treatment must begin within 365 days from the date of an Injury.

Maximum Payment Period

104 weeks from the date of the Injury.

Deductible

\$0 per Occupational Accident

Coinsurance Rate

100% of Reasonable Charges

OPTIONAL RIDER(S)

For benefit details, see Rider(s) Attached

Non-Occupational Coverage: Included

(For benefit details, see Rider attached.)

Cumulative Trauma Coverage: Included

(For benefit details, see Rider attached.)

Occupational Disease Coverage: Included

(For benefit details, see Rider attached.)

Hernia Benefit: Included

(For benefit details, see Rider attached.)

Hemorrhoid Benefit: Included

(For benefit details, see Rider attached.)

COMBINED SINGLE BENEFIT LIMIT

Not more than \$500,000 will be paid under **all benefits** for any one person due to any one Occupational Accident.

DEFINITIONS

Certificate

This document, which is a legal contract between You and Us to provide coverage for Occupational Accidents.

Company

United States Fire Insurance Company, also referred to as We, Us and Our.

Covered Activity

Duties or activities related to the Sub-Contractor of a Member of the Insured Class or Member of the Insured Class's business, which are detailed in the Designated Contract. Specifically, Covered Activities are the following:

In route to pick up a load
Picking up a load

In route to deliver a load
Unloading a load
In route to pick up another load
The waiting time for a load if you are not at home
Returning to a terminal or home after delivering a load, whichever occurs first

Covered Person (or Insured or Insured Person)

While this Certificate is in effect, a person who is an Eligible Covered Person under this Certificate for whom an Enrollment Form is received.

An Eligible Covered Person, as described in this Certificate, for whom premium is paid, but only while he or she is performing a Covered Activity.

Cumulative Trauma

An Injury diagnosed by a Physician as occurring without sudden cause or result. Cumulative Trauma includes Injury caused by continual stress and strain. Such Injury may be causally related to Your job. Such Injury may be due to repetitive traumatic acts.

Day(s) of Confinement

A day of Hospital confinement as an Inpatient.

Designated Contract

An agreement between the Covered Person and the Policyholder, in which the Covered Person agrees to perform certain specified activities for compensation.

Health Care Plan

Any plan providing medical expense benefits by:

1. Any type of service plan contract,
Any group or blanket insurance, independent contractor benefit plan, or
Any plan arranged through an employer, trustee, union or independent contractor benefit association, or
Any individual plan whether this plan is Your plan or You are covered under Your spouse's plan;
2. Medicare; or
3. Any plan or program created or administered by the federal or state government or their agencies, with the exception of Medicaid.

Health Care Provider

A person who provides health care services, who practices within the scope of his or her license and is licensed in the United States, its possessions or the countries of Canada and Mexico.

Hospital

An acute care, general hospital, which:

1. is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
2. has organized departments of medicine and major surgery;
3. has a requirement that every patient must be under the care of a physician or dentist;

4. provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
5. if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x(k));
6. is duly licensed by the agency responsible for licensing such Hospitals; and
7. is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts or alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

Immediate Family

Means Your: wife or husband; domestic partner, in-laws; brother or sister; step-brother or step-sister; parent or step-parent; or child. It also means any person living with You.

Independent Contractor

While coverage is in effect, any Covered Person who performs work for the Policyholder or Insured Person and is not an employee.

Injury

Means bodily harm which results directly and independently of disease or bodily infirmity from an Occupational Accident or a Non-Occupational Accident if the Non-Occupational Coverage Rider is attached to this Certificate. All Injuries to the same Covered Person sustained in one Occupational Accident, or Non-Occupational Accident when applicable, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

Inpatient

A Covered Person:

1. who is confined in a Hospital as a registered bed patient; and
2. for whom at least one day's Room and Board is charged by the Hospital.

Insured Person (Or Insured or Covered Person)

While coverage is in effect, any Independent Contractor performing Covered Activities for the Policyholder. The Insured Person shown in the Schedule of Benefits.

Master Group Policy (or Policy or Master Group Policy)

A legal contract between the Policyholder and Us, describing the terms and conditions of this coverage subject to its provisions, limitations, and exclusions.

Mental, Nervous or Psychological Condition or Disorder

A mental or nervous health condition or disease (regardless of its cause) including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.), psychosis; or any related physical manifestation. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.

Minimum Weekly Benefit

The minimum weekly Disability Income Benefit amount payable while the Covered Person is Totally Disabled.

Non-Occupational Accident

A sudden, unforeseen external event or series of events, which occur while coverage is in effect, that are not work related and result in bodily Injury within 72 hours of the date of the event.

Occupational Accident

A sudden, unforeseen external event or series of events, which occur while coverage is in effect, that are work related and that result in bodily Injury within 120 hours of the date of the event.

This event must meet all of the following:

1. It must happen while You are engaging in a Covered Activity as defined in this Certificate.
2. It must happen while You are covered under this Certificate.
3. The bodily Injury must result directly from the Occupational Accident and not be the result of any other cause.

"Occupational Accident" **does not** include any of the following:

1. Aggression in a fight.
2. Hernia of any type, unless specifically covered as shown in the Schedule of Benefits of this Certificate.
3. Hemorrhoids, unless specifically covered as shown in the Schedule of Benefits of this Certificate.
4. Suicide or attempted suicide.
5. Cumulative Trauma, unless specifically covered as shown in the Schedule of Benefits of this Certificate.
6. Occupational Disease, unless specifically covered as shown in the Schedule of Benefits of this Certificate.

Occupational Disease

A disease that:

1. Is not traceable to a specific Occupational Accident; and
2. Is caused by exposure to a disease producing agent present in Your occupational environment.

Other Occupational Accident Policy

Any other insurance policy (group or individual) that provides benefits payable to You or Your beneficiaries for any medical, disability, dismemberment or death relating to an Occupational Accident.

Period of Confinement

A period of consecutive Days of Confinement as an Inpatient for all Injuries caused by the same Occupational Accident. Successive confinements as an Inpatient for all Injuries caused by the same Occupational Accident are considered to be part of the same Period of Confinement unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 180 days.

Physician

A person who:

1. is a legally qualified-practitioner of the healing arts and is licensed in the United States, its possessions or the countries of Canada and Mexico;
2. practices within the scope of his or her license;

3. is not the Covered Person;
4. is not related to the Covered Person as Immediate Family.

Policyholder

The entity, shown in the Schedule of Benefits, to which the Master Group Policy has been issued.

Reasonable Charges

An amount measured and determined by Us by comparing the actual charge for the service or supply with the prevailing charges made for it. We determine the prevailing charge. It takes into account all pertinent factors including:

1. The complexity of the service.
2. The range of services provided.
3. The prevailing charge levels in the geographic area where the provider is located and other geographic areas having similar medical cost experience.
4. OWCP Workers Compensation Approved Fee Schedule.

Room and Board

Room, board, general duty nursing, intensive nursing care by whatever name called, and any other services regularly furnished by a Hospital as a condition of occupancy of the class of accommodations occupied, but not including professional services of Physicians nor special nursing services rendered outside of an intensive care unit by whatever name called.

Schedule of Benefits

A section of this Certificate summarizing the coverage and benefits provided.

Sub-Contractor of an Insured Person

While coverage is in effect, any Independent Contractor performing Covered Activities for the Insured Person for whom coverage under this Certificate has been purchased by the Insured Person.

Sub-Contractor of a Member of the Insured Class

While coverage is in effect, any Independent Contractor performing Covered Activities for the Member of the Insured Class for whom coverage under this Certificate has been purchased by the Member of the Insured Class.

Total Disability

Your inability to perform all of the substantial and material duties of Your regular employment or occupation.

If Your Total Disability continues for more than 104 weeks, You must meet both of the following requirements as well:

1. You cannot be engaged in any work for pay or profit.
2. You must be unable to perform all the substantial and material duties of **any** occupation or employment that You are qualified for by reason of education, training or experience.

We, Our, Us

United States Fire Insurance Company, underwriting this insurance, or its authorized agent.

You, Your, Yours

The Covered Person, who meets the eligibility requirements of this Certificate and whose insurance under the Master Group Policy is in force.

ELIGIBILITY AND EFFECTIVE DATE OF INSURANCE

Eligible Covered Person:

Independent Contractor
Sub-Contractor for an Insured Person
Sub-Contractor for a Member of the Insured Class

Who Is Eligible For Coverage

Each person who is an Eligible Covered Person.

Coverage is provided to a person who is an Eligible Covered Person under this Certificate **only** under the following circumstances:

1. The Eligible Covered Person, or someone on behalf of an Eligible Covered Person, has submitted an Enrollment Form, which has been accepted by Us;
2. The Master Group Policy is in effect;
3. The Eligible Person is a party to a Designated Contract with the Policyholder;
4. The Eligible Covered Person is performing a Covered Activity described; and
5. The Eligible Covered Person is not on a Personal Deviation. "Personal Deviation" means an activity that is not reasonably related to the Policyholder's business activities.

We maintain the right to investigate eligibility status and dispatch records to verify that eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

When Coverage Starts

Coverage under this Certificate starts only after an Enrollment Form is filed with and approved by Us or our authorized agent and the required premium for coverage is paid by You, or on behalf of You, to Us or our authorized agent.

Coverage goes into effect on the latest of:

1. This Certificate Effective Date shown in the Schedule of Benefits;
2. The date You are included as an Eligible Covered Person;
3. The date We, or our authorized agent, receive the completed Enrollment Form; or
4. The date the required premium is received by Us or our authorized agent.

If You are not working because You are disabled on the date coverage would start, coverage will not start until You are no longer disabled and return to work.

TERMINATION DATE OF INSURANCE

When Coverage Stops

Coverage will stop on the earliest of:

1. The date You are no longer an Eligible Covered Person;
2. The end of the period for which You, or someone on Your behalf, paid premiums;
3. The date the coverage under this Certificate ends;
4. The date the Policyholder's coverage ends;

5. The date the Master Group Policy ends;
6. The date You attain the Age Limit shown in the Schedule of Benefits.

When Your coverage ends it will not affect a claim for a covered loss due to an Occupational Accident that happened while the coverage was in effect.

SUSPENSION OF COVERAGE DURING MILITARY SERVICE

If You enter into full-time duty in the United States military or naval services, or the armed forces reserve, including the National Guard, You may request coverage be suspended as of the first date of active duty status and through the period of such duty. The request must be in writing. The suspension will be allowed for up to five years of continuous active duty. When We receive notification of Your active duty status, any required adjustment of premium will be made, including refund of any unearned premium for the suspension period.

During the time of Certificate suspension: it will not be in force and no premium needs to be paid by You. Upon active duty termination status, You may request coverage resumption without proof of insurability. This request must:

- be in writing;
- be submitted within 60 days of Your termination from active duty status; and
- include the required premium.

Coverage will be retroactive to the date of the active duty termination. This Certificate will not cover any loss which results from or which first manifests itself during the time of active duty, and which the Secretary of Veteran's Affairs has determined is a condition incurred in the line of duty. All other rights under this Certificate remain the same as before.

Any Elimination Period not completed prior to coverage suspension must be completed following resumption of coverage. However, in no event will the sum of time served for the Elimination Period prior to and following coverage suspension exceed the length of the original Elimination Period.

DESCRIPTION OF BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If You have an Occupational Accident while covered under this Certificate, We will pay the Percent of the Principal Sum shown below for the Covered Loss named below. To be covered the loss must meet all of the following requirements:

1. The loss must be the direct result of an Injury sustained in an Occupational Accident.
2. The Occupational Accident must occur while You are covered under this Certificate.
3. The loss must occur within the Time Limit shown in the Schedule of Benefits.

The Principal Sum is shown in the Schedule of Benefits.

Benefits for loss of life are paid to Your beneficiary. Benefits for other losses are paid to You.

Standard Benefits Chart

Covered Loss	Percent of Principal Sum
Life	100%
Both Hands, Both Feet, or Sight in Both Eyes.....	100%
Any combination of Foot, Hand or Sight in One Eye	100%
Speech and Hearing in Both Ears.....	100%
Use of Both Arms and Both Legs.....	100%
Use of One Arm and One Leg on One Side of the Body	75%

Use of Both Arms or Both Legs	75%
One Hand, One Foot or Sight in One Eye.....	50%
Speech.....	50%
Hearing in One Ear.....	25%
Thumb and Index Finger of Same Hand.....	25%

Standard Benefits Chart Non-Duplication Limitation

Only one benefit, the highest, will be paid if you suffer more than one Covered Loss described on the Standard Benefits Chart for an Occupational Accident.

Loss of hand or foot means the complete Severance through or above the wrist or ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of Sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total, permanent and irrecoverable loss of audible communication.

Loss of Thumb and Index Finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

Loss of Use means complete paralysis of the entire limb that cannot be recovered. A Physician must determine the Loss of Use to be complete and not reversible at the time the claim is submitted.

Severance means the complete separation and dismemberment of the part from the body.

No payment will be made for any loss caused or contributed to by the following:

1. Disease, bodily or mental infirmity, functional nervous or emotional disorders, with or without a demonstrable organic cause, or any medical or surgical treatment, or diagnostic procedures for any of these, or for any condition or treatment that is not the direct result of an Injury sustained in a covered Occupational Accident.
2. Ptomaine or bacterial infection, other than pyogenic or bacterial infection occurring as a consequence of an accidental cut or wound sustained in an Occupational Accident.

Other exclusions that apply to this benefit are in **General Exclusions**.

DISABILITY INCOME BENEFIT

If You become Totally Disabled due to an Injury sustained in an Occupational Accident that happens while covered under this Certificate, You will be paid the benefits described below.

You must satisfy the Elimination Period and be under the Appropriate Care of a Physician. You must provide Us with satisfactory proof of Your Total Disability, at Your expense, before benefits will be paid. We will require continued proof of Your Total Disability to be provided from time to time at Your expense for benefits to continue.

Temporary Total Disability Benefit

Payments will start as shown in the Schedule of Benefits. Payments will stop on the earliest of the following:

1. The date Your Total Disability stops.

2. The date You return to work unless Your return to work qualifies You for Partial Disability Benefits as described in this Certificate.
3. When the Maximum Payment Period for Temporary Total Disability shown in the Schedule of Benefits is reached.
4. The date You reach the Age Limit shown in the Schedule of Benefits.

Partial Disability

If You return to Your regular occupation on a part-time basis, or any other occupation on a full-time or part-time basis, Your Temporary Total Disability Benefits will be reduced. For any week, Your Temporary Total Disability Benefit is reduced by any current earnings and any additional Other Income Benefits.

Continuous Total Disability Benefit

Provided Your disability satisfies the definition of Total Disability, payments will start on the later of

1. The first day of the week after the Maximum Payment Period under Temporary Total Disability is reached.
2. The date You are granted a Social Security Disability Award for Your Total Disability solely due to the Occupational Accident for which a claim has been filed and for no other unrelated medical reasons.

Payments will stop on the earliest of the following:

1. The date Your Total Disability stops.
2. The date You return to work.
3. When the Maximum Payment Period for Continuous Total Disability shown in the Schedule of Benefits is reached.
4. The date You reach the Age Limit shown in the Schedule of Benefits.
5. The date Your Social Security Disability Award stops.

MAXIMUM PAYMENT PERIODS

The Maximum Payment Periods shown in the Schedule of Benefits are for each period of disability.

SUCCESSIVE PERIODS OF DISABILITY

Once You are Totally Disabled under this Certificate, separate periods of Total Disability resulting from the same or related causes are a continuous period of Total Disability unless You return to work for at least 6 months between periods of Total Disability. Only one Elimination Period and Maximum Payment Period apply to any one period of continuous Total Disability.

A period of Total Disability is not continuous if separate periods of Total Disability result from unrelated causes, or Your later Total Disability occurs after Your coverage under this Certificate ends. This provision will not apply if You are eligible for coverage under a plan that replaces this Certificate.

No payment will be made for any Total Disability for which benefits are payable under any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

Appropriate Care - The determination of an accurate and medically supported diagnosis of Your Total Disability, and ongoing medical treatment and care of Your disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

Average Weekly Earnings- 100% of the average payments made to You by the Insured Person or Policyholder for performing Covered Activities. Average Weekly Earnings will not include any performance bonus, expense reimbursement or other extra or additional payments of any kind. Average Weekly Earnings will be determined as the average of such payments over the shorter of:

1. The 104 weeks immediately prior to the date Total Disability began; or
2. The period that the Covered Person performed Covered Activities on behalf of Insured Person or Policyholder to perform Covered Activities.

Elimination Period - The period of time You must be continuously Totally Disabled before disability income benefits are payable. Your Elimination Period is shown in the Schedule of Benefits.

Other Income Benefits -

Other Income Benefits include any amounts that You or Your dependents receive under:

1. Any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. Any Social Security Disability Income benefits or Social Security retirement benefits You receive or any third party receives (or is assumed to receive) on Your behalf or for Your dependents; or, if applicable, that Your dependents receive (or are assumed to receive) because of Your entitlement to such benefits.
3. Any proceeds payable under any insurance or similar plan. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim.

"Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

4. The amounts received from any Social Security Disability Income Benefits, Social Security Retirement Benefits unless Social Security Retirement Benefits began prior to the date of the covered loss, Personal Auto policy or No-fault policy, Commercial Auto policy, Homeowners policy, General Liability policy, Other Occupational Accident policy regardless of the date of the Other Occupational Accident policy, the amount received for lost wages or lost income in a lawsuit or in the settlement of a lawsuit, any individual or group disability benefits, any income from employment or services, or from leasing the Covered Person's power unit (You must provide federal income tax schedules and returns to us for the purpose of calculating the offset) or any other third party payable to You on account of such disability. This amount will not be reduced by any Social Security Benefits to which Your dependents qualify because of Your disability. Cost-of-living increases in Social Security payments effective after Your correct Social Security benefit has been determined will not be used to reduce Your Disability Income Benefit.

ACCIDENT MEDICAL/DENTAL EXPENSE BENEFIT

The Accident Medical/Dental Expense Benefit provides payment for the Covered Expenses shown below. These expenses must be charged to You while covered. These expenses must be for services or supplies ordered by a Physician as Medically Necessary for Injuries that result directly, and from no other causes, from an Occupational Accident. These benefits are subject to the Deductible, Coinsurance Rate, Maximum Payment Periods, and Maximum Benefits shown in the Schedule of Benefits (if any).

Maximum Benefit

The Maximum Benefit for any one Occupational Accident is shown in the Schedule of Benefits (if any).

Covered Expenses

Covered Expenses are the actual cost to You of the Reasonable Charges for the services and supplies listed below. The service or supply must be:

1. Ordered by a Physician for the diagnosis or treatment of an Occupational Accident.
2. Medically Necessary.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We, at our discretion, may consider the cost of that alternative to be Covered Expenses. In this case, Covered Expenses are limited to the Reasonable Charges for that diagnostic or treatment alternative.

We pay Covered Expenses:

1. After the Covered Person satisfies any deductible; and
2. We pay benefits only when they are in excess of amounts paid or payable by any other Health Care Plan, Personal Auto policy, Commercial Auto policy, Homeowners policy, General Liability policy, or insurance policy of Yours or any third party for which Your Accidental Medical Expenses could be paid, except for the first \$100 in claims.

Covered Expenses include:

Ambulance Services

Transportation for a Medical Emergency

1. By professional ambulance, other than air ambulance, to and from a Hospital.
2. By regularly scheduled airline, railroad or air ambulance to the nearest Hospital qualified to give the required treatment.

Ambulance Services must be Medically Necessary.

These services must be given within the United States or Canada.

Ambulatory Surgical Center Charges

Medically Necessary charges for a center's services given on the day of a surgical procedure. The services have to be given in connection with the procedure.

Anesthetics

Anesthetics and charges for giving them.

Dental Services

Coverage for dental services is limited to the following as the result of an Occupational Accident that happens while covered:

1. Appliances and splints placed on or attached to natural teeth.
2. Full or partial dentures.
3. Fixed bridgework if needed because of Injury to natural teeth.
4. Prompt repair to natural teeth if needed because of Injury to those teeth.

Health Care Provider's Services

Services of a licensed or certified Health Care Provider acting within the scope of that license or certification. Covered Expenses resulting from services provided by a Health Care Provider are payable on the same basis as Covered Expenses resulting from services provided by a Physician.

Hospital Charges

The daily room rate when You are confined in a Hospital, general nursing care provided and charged for by the Hospital, and ancillary Hospital expenses for services and supplies, including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) while You are confined in a Hospital.

Laboratory Tests and X-rays

X-rays or tests for diagnosis or treatment.

Medical Supplies

1. Prescribed drugs and medicines.
2. Surgical supplies (such as bandages and dressings).
3. An appliance that replaces a lost body organ or part or helps an impaired one to work.
An appliance will be replaced only if it is damaged as the result of an Occupational Accident that happens while covered.
4. Oxygen and charges for giving it. This includes rental of required equipment.
5. Rental of a wheelchair or hospital-type bed.
6. Rental of a device to help breathing when paralyzed.

Nursing Services

Services of a trained nurse. In most cases, the services of a private duty nurse, while You are confined in a Hospital, are not Medically Necessary. In any case when such services are not deemed Medically Necessary, charges made by a private duty nurse will not be considered Covered Expenses. No benefits will be paid for such private duty nursing.

Occupational Therapy

Services for medical care and treatment by an occupational therapist practicing within the scope of his or her license.

Physician's Services

1. Medical Care and Treatment.
2. Hospital, office and home visits.
3. Emergency room treatment services.
4. Surgery.
5. Services for surgical procedures.
6. Reconstructive surgery to improve the function of a body part when the malfunction is the direct result of:
 - (a) surgery to treat an Injury that happens while You are covered under this Certificate.
 - (b) Reconstructive surgery to remove scar tissue due to an Injury that happens while You are covered under this Certificate.

Assistant surgeon services are limited to 1/5 of the amount of Covered Expenses for the surgeon's charge for the surgery.

If You undergo more than one surgical procedure performed during the same operative session, Covered Expenses for multiple surgical procedures are limited as follows:

1. For the second procedure, to 50% of the Covered Expenses for the secondary procedure.
2. For any subsequent procedure, to 25% of the Covered Expenses for the subsequent procedure.

Physiotherapy

When rendered by a Physician, as defined, for any form of the following: physical or mechanical therapy; diathermy; ultrasonic therapy; and heat treatment in any form. Coverage is limited to one visit per day.

Skilled Home Health Care

Services given by a Home Health Care Agency. The following items are covered to the extent that they would have been covered under this benefit if You had stayed in a Hospital.

1. Medical supplies.
2. Drugs and medications ordered by a Physician.
3. Laboratory services given or ordered by a Hospital.

The care has to be ordered in writing and supervised by a Physician. Payment for Skilled Home Health Care will be limited to the first 80 visits for each Occupational Accident.

Skilled Nursing Facility Charges

Room and Board and Other Services and Supplies. Charges will be counted as Covered Expenses up to the facility's regular daily charge for a semi-private room. Payment for Skilled Nursing Facility charges will be limited to the first 120 days of confinement for each Occupational Accident. The care has to be supervised by a Physician.

Speech Therapy

Speech therapy given to restore speech. The speech must have been lost or impaired due to an Injury that happens while You are covered under this Certificate.

Benefit Specific Exclusions

1. Services or supplies that are not Medically Necessary, including any confinement, treatment, service or supply given in connection with a service or supply that is not Medically Necessary.
2. Care of and treatment to the teeth and gums is not covered except for those services specifically named in this benefit.
3. Eye glasses, eye refractions and hearing aids, unless required by an Occupational Accident that happens while covered.
4. Injury caused by war or international armed conflict.
5. Services given by any of the following persons:
 - (a) A member of Your Immediate Family.
 - (b) Volunteers or persons who do not normally charge for their services.
6. Education, training, and bed and board while confined in an institution that is mainly a school or other institution for training, a place of rest, a place for the aged or a nursing home.

7. Drugs, treatments, services or supplies that are considered investigational because they do not meet generally accepted standards of medical practice in the United States. This includes any related confinement, treatment, service or supplies.
8. Cosmetic or reconstructive surgery or treatment (surgery or treatment primarily to change appearance) whether or not for psychological or emotional reasons. This exclusion does not apply to reconstructive surgery specifically named in this Certificate.
9. Custodial Care. This is care made up of services and supplies that meets one of the following conditions:
 - a. Care furnished mainly to train or assist in personal hygiene or other activities of daily living, rather than to provide medical treatment.
 - b. Care that can safely and adequately be provided by persons who do not have the technical skills of a covered health care professional.

Care that meets one of the conditions above is custodial care regardless of any of the following:

 - a. Who recommends, provides or directs the care.
 - b. Where the care is provided.
 - c. Whether or not the patient can be or is being trained to care for himself or herself.
10. Treatment in a United States government or agency hospital. However, the reasonable cost incurred by the United States for medical care and treatment for a non-service connected disability given to a veteran by the United States or one of its agencies is covered to the extent the care and treatment is otherwise covered under this Certificate.
11. Expenses for which You are not legally required to pay.
12. Charges made by a Hospital for room, board or other fees during a confinement in an area of the Hospital that is used as a special care area, by whatever name called. A special care area is any area of a Hospital that renders services on an in-patient basis for other than acute care of sick or injured persons. Benefits for a covered facility that is part of a Hospital, as defined, are payable at the coverage level for that facility, not at the coverage level for a Hospital.
13. Private duty nursing services that are not Medically Necessary. In most cases, private duty nursing services provided while You are confined in a Hospital are not Medically Necessary.

Other exclusions that apply to this benefit are in **General Exclusions**.

Home Health Care Agency means

An agency or organization that is either:

1. Approved under Medicare.
2. Established and operated in accordance with the applicable licensing and other laws.

Medical Emergency means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

Medically Necessary means that a service or supply is Medically Necessary for the diagnosis and/or treatment of an Injury. This determination is made by Us and is based on and consistent with standards approved by Our medical personnel. These standards are developed, in part, with consideration to whether the service or supply meets the following:

1. It is appropriate and required for the diagnosis or treatment of the Injury.
2. It is safe and effective according to accepted clinical evidence reported by generally recognized medical professionals or publications.

3. There is not a less intensive or more appropriate diagnostic or treatment alternative that could have been used in lieu of the service or supply given.

A determination that a service or supply is not Medically Necessary may apply to the entire service or supply or to any part of the service or supply.

Other Services and Supplies

Services and supplies furnished to the individual and required for treatment, other than the professional services of any Physician and any private duty or special nursing services (including intensive nursing care by whatever name called).

Skilled Nursing Facility means an institution that fully meets one of the following tests:

1. It is approved by Medicare as a Skilled Nursing Facility.
2. If not approved by Medicare, the facility must be operated under the applicable licensing and other laws of the jurisdiction where it is located.

It cannot be, other than incidentally, a home for the aged, the blind or the deaf, a hotel, a domiciliary care home, or a home for alcoholics or drug addicts or the mentally ill.

GENERAL EXCLUSIONS

In addition to the exclusions listed in specific benefit sections, this Certificate does not cover any loss:

1. Covered by any workers' compensation, employers' liability, occupational disease or similar law.
2. Resulting from an intentionally self-inflicted Injury.
3. Resulting from suicide or attempted suicide, while sane or insane.
4. Resulting from aviation.
5. Resulting from war or act of war; whether declared or not.
6. Resulting from duty in the armed forces of any country or international authority.
7. Resulting from any loss sustained or contracted in consequence of Your being intoxicated, as defined by the state where the Injury occurs, or under the influence of any narcotic, including marijuana, unless administered on the advice of a Physician and taken as prescribed.
8. That is psychological or emotional in nature, including pain and suffering, that is not a direct result of an Occupational Accident.
9. To which a contributing cause was the commission of or attempt to commit a felony by the Covered Person whose Injury is the basis of the claim, or to which a contributing cause was such person's being engaged in an illegal occupation.
10. Resulting from Cumulative Trauma (see Definitions), unless specifically shown as "Included" in the Schedule of Benefits.
11. Resulting from Occupational Disease (see Definitions), unless specifically shown as "Included" in the Schedule of Benefits.
12. By anyone who is an employee of the Insured Person or Policyholder.

NON-DUPLICATION OF WORKERS' COMPENSATION BENEFITS

No benefits are payable under this Certificate for any loss for which You claim benefits as an employee under any workers' compensation, occupational disease or similar law. If benefits have been started, they will be suspended upon notification. If You claim benefits under this Certificate and, at a later date, claim benefits for the same loss under any workers' compensation, occupational disease or similar law or benefit plan, We have the right to recover from You the amount of the benefits paid for such loss under this Certificate.

EXCESS INSURANCE LIMITATION

Except for the first \$100 for the Accident Medical/ Dental Expense Benefit, the insurance provided by this Certificate shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

PREMIUM PROVISIONS

GRACE PERIOD:

A Grace Period of 31 days is granted for each premium due after the first premium due date. Coverage will stay in force during this period unless notice has been sent in accordance with the Cancellation provision of Our intent to terminate coverage under this Certificate. Coverage will end if the premium is not paid by the end of the Grace Period. You shall be liable for the payment of the premium accruing for the period the Master Group Policy continues in force.

PREMIUMS:

The first Premium is due on the Effective Date of Contract. Coverage will not go into effect unless this first premium is paid in full by that date. After that, premiums will be due monthly in advance unless We agree to some other method of premium payment with You, or the person paying premium on Your behalf. Premiums are payable to Us or Our authorized agent by the Premium Due Date shown in the Schedule of Benefits.

If any premium is not paid when due, participation under this Certificate will be canceled as of the last day of the period for which premiums were paid, except as provided in the Grace Period provision.

CHANGES IN RATES:

The initial premium rates for insurance under this Certificate will be based on the schedule of premium rates agreed to by the Policyholder and Us. We may change rates from time to time with at least 31 days advanced written or authorized electronic or telephonic notice. We reserve the right to change rates at any time if any of the following events take place:

1. The terms of this Certificate change.
2. There is a change in the factors bearing on the risk assumed.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

PREMIUM REFUND AT DEATH

If the Covered Person dies before the end of a Premium Period for which premium has been paid, We will refund the premium or the portion of the premium actually paid for any period beyond the end of the month in which such death occurred.

GENERAL PROVISIONS

Entire Contract: This Certificate (including any endorsements, riders or amendments), and the signed Enrollment Form, constitute the entire contract between the parties. Any statement made by You in the Enrollment Form shall, in the absence of fraud, be deemed a representation and not a warranty. No statement made by any Covered Person whose eligibility has been accepted by Us shall void the insurance or reduce the benefits under this Certificate or be used in defense to a claim hereunder in the absence of fraud.

Changes: To be valid, any change or waiver must be in writing. It must be signed by our President or Secretary and be attached to this Certificate. No agent has authority to change or waive any part of this Certificate.

Incontestability: (a.) After 2 years from the date of issue of this Certificate, no misstatements, except fraudulent misstatements, made by the Covered Person in the Enrollment Form shall be used to void coverage under this Certificate or to deny a claim for loss incurred or disability (as defined in this Certificate) commencing after the expiration of such 2 year period. (b.) No claim for loss incurred or disability (as defined in this Certificate) commencing after 2 years from the date of issue of this Certificate shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss has existed prior to the effective date of coverage of this Certificate.

Misstatement of Age: If premiums and/or benefits for the Covered Person are based on age and the Covered Person's age has been misstated, there will be a fair adjustment of premiums and/or benefits based on the Covered Person's true age. The Company may require satisfactory proof of age before paying any claim.

Clerical Error: If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under this Certificate terms.

Non-Compliance With Policy Requirements: Any express waiver by the Company of any requirements of this Certificate will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Certificate provision will not operate as a waiver or amendment of that provision.

Time Period: For purposes of effective dates and ending dates under this Certificate, all days begin at 12:01 a.m. and end at 12:00 midnight at the Covered Person's address.

CLAIMS PROVISIONS

Assignment

This coverage may not be assigned. Benefit payments may be assigned at the time of claim. Any payment made by Us in good faith will end Our liability to the extent of the payment.

Notice of Claim

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by this Certificate, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Claimant to Us at 5 Christopher Way, Eatontown, NJ 07724 or our Administrator at 21001 North Tatum Blvd., Suite 1630-646 Phoenix, AZ 85050 or to any authorized agent of Ours, with information sufficient to identify the Covered Person, shall be deemed notice to Us.

Claim Forms

We, upon receipt of a written notice of claim, will furnish to the Covered Person such forms as are usually furnished by Us for filing proofs of loss. If forms are not furnished within 15 days after the giving of such notice, the Covered Person shall be deemed to have complied with the requirements of this Certificate as to proof of loss upon submitting, within the time fixed in this Certificate for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss

Written proof of loss must be furnished to Us, in the case of a claim for loss for which this Certificate provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which We are liable, and in the case of a claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

Time of Payment of Claims

Indemnities payable under this Certificate for any loss other than a loss for which this Certificate provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which this Certificate provides periodic payment will be paid no less frequently than monthly and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

Payment of Claims

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Covered Person. Any other accrued indemnities unpaid at the Covered Person's death may, at the option of the Insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Covered Person.

If any indemnity of this Certificate shall be payable to the estate of the Covered Person, or to a Covered Person or beneficiary who is a minor or otherwise not competent to give a valid release, the Insurer may pay such indemnity up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the Covered Person or beneficiary who is deemed by the Insurer to be equitably entitled thereto. Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.

Subject to any written direction of the Covered Person in an application or otherwise, all or a portion of any indemnities provided by this Certificate on account of Hospital, nursing, medical or surgical service may, at the Insurer's option, and unless the Covered Person requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the Hospital or person rendering such services, but it is not required that the service be rendered by a particular Hospital or person.

Change of Beneficiary

You have the right to change Your beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary. A beneficiary may be changed by filling out a new beneficiary form. You can get this form from Us. The form must be received and recorded by Administrator or Us before the change of beneficiary becomes effective.

Physical Examination and Autopsy

We, at Our own expense, shall have the right and opportunity to examine the person of any individual whose Injury is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder, and to make an autopsy in case of death, where it is not forbidden by law.

Legal Actions

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with this Certificate. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished. If these time limits are less than allowed by the laws of the State where the Covered Person lives, these limits are extended to meet the minimum time allowed by such law.

Facility of Payment

Whenever payments that should have been made under this Certificate are made by any other policy, We shall have the right, exercisable at Our sole discretion, to pay over to any policy making such other payments any amounts We shall determine are warranted in order to satisfy the intent of this provision. The amounts so paid shall be considered benefits paid under this Certificate and, to the extent of such payments, We shall be fully discharged from liability under this Certificate.

Right of Recovery/ Subrogation

You must refund to Us any overpayment of benefits that occurs because a third party was liable to pay certain of Your expenses due to a wrongful act, negligence or omission. The refund will equal the amount We paid under this Certificate. If the refund is due from another person or organization, You must help Us obtain the refund. Our right to be reimbursed has priority over Your right to be made whole. This means that Our right of recovery applies even if Your entire loss has not been compensated. However, the amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

We have the right to pursue a refund or recovery even if You do not do so. This is called subrogation. You must help Us use this right when requested. Our right of subrogation applies even if Your entire loss has not been compensated.

Claimant and Policyholder Cooperation Provision

Failure of a claimant or Policyholder to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Conformity With State Law

Any provision of this Certificate which, on its effective date, is in conflict with the statutes of the state in which the Covered Person resides on such date is hereby amended to conform to the minimum requirements of such statutes.

CUMULATIVE TRAUMA COVERAGE RIDER

Effective Date: 9/1/2023

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to Cumulative Trauma that occurs on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

Cumulative Trauma Coverage. The Cumulative Trauma exclusion is modified to provide the coverage described below.

We will reimburse benefits up to the Maximum Benefit Amount for any Injury covered under the Master Group Policy/ Certificate that results directly, and from no other cause, from Cumulative Trauma to a Covered Person while he or she is performing Covered Activities while a Member of the Insured Class. The amount reimbursed under this benefit will accumulate to the Combined Single Benefit Limit shown in the Schedule of Benefits of the Master Group Policy/ Certificate. This coverage is subject to the Deductible for the Accident Medical/Dental Expense Benefit (if any), shown in the Schedule of Benefits of the Master Group Policy/ Certificate, and the Maximum Benefit Amount shown below.

Conditions of Coverage

1. The last day of the Covered Person's last exposure to the conditions causing or aggravating the Cumulative Trauma must take place while this Rider is in effect and while the Covered Person is covered under the Master Group Policy/ Certificate.
2. The Cumulative Trauma must be diagnosed by a Physician.

All Cumulative Trauma suffered by any one Covered Person due to the combined effect of the same or related Covered Activities will be considered a single occurrence of Cumulative Trauma.

Any reference in the Master Group Policy/ Certificate to an Injury or Occupational Accident is considered to include Cumulative Trauma. Any reference in the Master Group Policy/ Certificate to the date of an Injury or Occupational Accident means the date that the Covered Person last performed the Covered Activities causing the condition.

Maximum Benefit Amount: \$5,000.

Benefits provided by this Rider are subject to the Combined Single Benefit Limit.

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Master Group Policy/ Certificate.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature

Signature



Marc J. Adey
Chairman and CEO



Michael P. McTigue
Secretary

HEMORRHOID BENEFIT RIDER

Effective Date: 9/1/2023

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to Hemorrhoids that occur on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

HEMORRHOID BENEFIT

Hemorrhoids Coverage. Benefits are payable for the following benefit(s) only: Accident Medical Expense.

Accident Medical Expense Benefits shall be payable for the Covered Person's Hemorrhoids sustained as a result of Covered Activities, provided such Hemorrhoids are sustained and surgically repaired while the Covered Person's coverage is in force under the Master Group Policy/ Certificate, subject to the following:

1. With respect to the Accident Medical Expense Benefit, benefits payable for or in connection with the Covered Person's Hemorrhoids, subject to the Accident Medical Expense Deductible Amount in the Schedule of Benefits for the Master Group Policy/ Certificate (if any), shall not exceed the Lifetime Maximum Benefit Amount shown below.

Hemorrhoid (s) means a mass of dilated veins in swollen tissue at the margin of the anus or nearby within the rectum.

Lifetime Maximum Benefit Amount for All Benefits: \$5,000

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Master Group Policy/ Certificate except as stated in this Rider.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adee

Chairman and CEO

Signature



Michael P. McTigue

Secretary

HERNIA BENEFIT RIDER

Effective Date: 9/1/2023

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to a Hernia that occurs on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

HERNIA BENEFIT

Hernia Coverage. Benefits are provided for Hernia only for: Accident Medical Expense.

Accident Medical Expense benefits shall be payable for the Covered Person's Hernia, provided such Hernia is sustained as a result of Covered Activities, and is sustained and surgically repaired while the Covered Person's coverage is in force under the Master Group Policy/ Certificate, subject to the following:

1. With respect to the Accident Medical Expense Benefit, benefits payable for or in connection with the Covered Person's Hernia, subject to the Accident Medical Expense Deductible Amount in the Schedule of Benefits for the Master Group Policy/ Certificate (if any), shall not exceed either the applicable Hernia per Injury Limit or applicable Lifetime Maximum Benefit Amount shown below.

Hernia means a protrusion of an organ or part through connective tissue or through a wall of the cavity in which it is normally enclosed. Hernia does not include diaphragmatic (hiatal) hernia.

Maximum Hernia Injury Benefit:	\$5,000
Lifetime Maximum Hernia Injury Benefit:	\$5,000

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Master Group Policy/ Certificate except as stated in this Rider.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adee

Chairman and CEO

Signature



Michael P. McTigue

Secretary

NON-OCCUPATIONAL COVERAGE RIDER

Effective Date: 9/1/2023

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to a Non-Occupational Accident that occurs on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

Non-Occupational Accident Benefits.

We will pay benefits as set forth below for a Non-Occupational Accident.

1. Accident Medical/Dental Expense Benefits up to a maximum benefit of \$10,000.
2. Accidental Death and Dismemberment Benefits based on a Principal Sum of \$15,000.

No Disability Income Benefits are payable for a Non-Occupational Accident.

For the Accidental Death and Dismemberment Benefit, the same Covered Losses that apply to Occupational Accidents also apply to Non-Occupational Accidents. The same Percentages of the Principal Sum that apply to Occupational Accidents for each listed Covered Loss also apply to Non-Occupational Accidents. However, the Principal Sum above applies to Non-Occupational Accidents in place of the Principal Sum that applies to Occupational Accidents. Accidental Death and Dismemberment Benefits for Non-Occupational Accidents are subject to the same Time Limit for Loss that applies to Occupational Accidents.

The Accident Medical/Dental Expense Benefits payable for a Non-Occupational Accident are subject to the same Time Limit for Loss, Maximum Payment Period, Deductible, and Co-Insurance Rates that apply to Occupational Accidents. The same Covered Expenses that apply to Occupational Accidents also apply to Non-Occupational Accidents.

All of the same terms, definitions, limitations, benefit specific exclusions, and General Exclusions that apply to the Accidental Death and Dismemberment and Accident Medical/Dental Expense Benefits for Occupational Accidents apply to Non-Occupational Accidents as well except as they are specifically modified by this Rider. In addition, no benefits are payable under this Rider for any loss caused by, or contributed to by, any of the following.

1. Aggression in a fight, or commission of a crime; or
2. Hernia of any type, whether or not covered for Occupational Accidents; or
3. Cumulative Trauma, whether or not covered for Occupational Accidents; or
4. Occupational Disease, whether or not covered for Occupational Accidents.

We will not pay benefits unless the following conditions are met.

1. You are covered under the Master Group Policy/ Certificate when the Non-Occupational Accident occurs.
2. You are not eligible for benefits for an Occupational Accident.
3. Your Injury is the direct result, with no other cause, of a Non-Occupational Accident.
4. Benefits are not otherwise excluded under the Master Group Policy/ Certificate.

Benefits provided by this Rider are subject to the Combined Single Benefit Limit.

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Policy/ Certificate except as stated in this Rider.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adee

Chairman and CEO

Signature



Michael P. McTigue

Secretary

OCCUPATIONAL DISEASE COVERAGE RIDER

Effective Date: 9/1/2023

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to an Occupational Disease that occurs on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

Occupational Disease Coverage. The Occupational Disease exclusion is modified to provide the coverage described below.

We will reimburse benefits up to the Maximum Benefit Amount for any loss covered under the Master Group Policy/ Certificate that results directly, and from no other cause, from an Occupational Disease contracted by a Covered Person while he or she is performing Covered Activities for the Designated Company. The amount reimbursed under this benefit will accumulate to the Combined Single Benefit Limit shown in the Schedule of Benefits of the Master Group Policy/ Certificate. This coverage is subject to the Deductible for the Accident Medical/ Dental Expense Benefit (if any), shown in the Schedule of Benefits of the Master Group Policy/ Certificate, and the Maximum Benefit Amount shown below.

Conditions of Coverage

1. The Occupational Disease must first manifest while this Rider is in effect and while the Covered Person is covered under the Master Group Policy/ Certificate. It must be caused by a disease producing agent or agents found present in the Covered Person's occupational environment.
2. The Occupational Diseases must be diagnosed by a Physician.

All Occupational Diseases suffered by any one Covered Person due to exposure to the same or related disease producing agent(s) will be considered a single occurrence of an Occupational Disease.

Any reference in the Master Group Policy/ Certificate to an Injury or Occupational Accident is considered to include an Occupational Disease. Any reference in the Master Group Policy/ Certificate to the date of an Injury or Occupational Accident means the date that the Covered Person was last exposed to the disease producing agent or agents in his or her occupational environment.

Maximum Benefit Amount: \$5,000

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Master Group Policy/ Certificate except as stated herein.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adee

Chairman and CEO

Signature



Michael P. McTigue

Secretary

FRAUD WARNING STATEMENT

FOR RESIDENTS OF ALL STATES OTHER THAN THOSE LISTED BELOW: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ARIZONA: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

ALASKA: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

CALIFORNIA: For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FLORIDA WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

IDAHO: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

KANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

KENTUCKY:

Application: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Claim Form: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MARYLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW HAMPSHIRE: Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO and PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

TENNESSEE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

TEXAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

VIRGINIA: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

NEW YORK*: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject

to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature _____ Date _____

When used throughout this document “Company”, “Our”, “We”, or “Us” means

United States Fire Insurance Company

GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

DEFINITIONS

A “**Grievance**” is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An “**Adverse Determination**” is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60 days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30 days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The

Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20 days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

Second Level Review

The Second Level Review process is available if you are not satisfied with the outcome of the First Level Review for an Adverse Determination. Within 10 business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) The name, address, and telephone number of a person designated to coordinate the Grievance Review for the Company.
- (2) A statement of your rights, including the right to:
 - Attend the Second Level Review.
 - Present his/her case to the review panel.
 - Submit supporting materials before and at the review meeting.
 - Ask questions of any member of the review panel.
 - Be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
 - Request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45 days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15 days prior to the date. The review meeting will be held during regular business hours at a location reasonably accessible to you. In cases where a face-to-face meeting is not practical for geographical reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) Were not previously involved in any matter giving rise to the Second Level Review;
- (2) Are not employees of the Company or Utilization Review Organization; and
- (3) Do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) The name(s), title(s) and qualifying credentials of the members of the review panel.
- (2) A statement of the review panel's understanding of the nature of the Grievance and all pertinent facts.
- (3) The review panel's recommendation to the Company and the rationale behind the recommendation.
- (4) A description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation.
- (5) In the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination.
- (6) The rationale for the Company's decision if it differs from the review panel's recommendation.
- (7) A statement that the decision is the Company's final determination in the matter.
- (8) Notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

EXPEDITED REVIEW

You are eligible for an expedited review when the time frames for an Informal, formal First Level Review or Second Level Review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24 hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72 hours after the review has commenced. Written communication of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level Reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.



PRIVACY NOTICE

Monitor Life Insurance Company of New York, United States Fire Insurance Company, The North River Insurance Company and affiliates within Crum & Forster (collectively, "The Company") values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact you ("Information"). We are committed to protecting such Information and we will comply with all applicable federal and state laws and regulations. This notice describes how we collect, use and share your Information, your rights with respect to insurance products issued by The Company and our legal duties and privacy practices. State laws require that we provide this notice. Please review this Notice and keep a copy of it with your records.

Your privacy is our concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect your Information. We also limit employee access to Information to those with a business reason for knowing such Information and we take measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our Information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical providers, insurance support organizations, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

The Company collects nonpublic information to conduct its business of producing, underwriting, servicing and administering its insurance products. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do we disclose information about you?

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service providers who specifically need such information to conduct their business responsibilities. In addition, we may disclose all the information that we collect about you to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical providers;
- Third party non-insurance service providers;
- Third party administrators;
- Medical bill review companies;

- Reinsurance companies; and
- Similar service providers.

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

If you conclude your relationship with the Company, the Company will continue to safeguard your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

About Our Websites

We may collect information via technology about how you use our website, including the elements you have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve our current products and to develop new ones.

We may use cookies on certain pages of our site. Cookies are stored on your computer, not on our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about you. A cookie can store certain information that identifies your computer to us so that you do not need to re-enter that information as frequently when you use our site. The cookie does not contain your password.

We reserve the right to change our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, we will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage you may experience or incur by the sending of personal information over the internet by or to us. This Usage Agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

Please know that The Company has not and will not sell any consumers' personal information. We do not sell your nonpublic personal information to any third parties nor do we use it for marketing purposes.

How to contact us

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at:

Crum & Forster Legal Department
305 Madison Avenue
Morristown, NJ 07960
privacyinformation@cfins.com

Changes to this Privacy Notice

We may revise this notice at any time. If we make material changes, we will notify you as required by law.

For California Residents Only:

If you are a California resident, you may be entitled to additional rights over your Information. We do not, and will not, sell Information collected from you. The California Consumer Privacy Act (CCPA) provides California residents, upon a verifiable consumer request, certain rights that include:

The right to request that we disclose (1) The categories of personal information that we have collected about you; and (2) The categories of personal information that we have disclosed about you for a business purpose

The right to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.

The right to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

You may designate an authorized agent to act on your behalf and make a request of us under the CCPA.

To exercise your rights under the CCPA or to seek assistance, please do one of the following:

- If you would like to make a Request to Know, go to <http://www.cfins.com/request-to-know-california-residents/> or call 1.844.254.5754
- If you would like to make a Request to Delete, <http://www.cfins.com/request-to-delete-california-residents/> or call 1.844.254.5754
- Fill out and send back to us the [Request to Know](#) / [Request to Delete](#) form to:

Crum & Forster Legal Department
PO Box 1973
305 Madison Avenue
Morristown, NJ 07962
privacyinformation@cfins.com

We will attempt, where practical, to respond to your requests and to provide you with additional privacy-related information. We will confirm receipt of verifiable consumer requests within ten (10) days of receipt. You may only make a verifiable consumer request for personal information twice within a twelve (12) month period. We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Any consumer with a disability may access this notice by contacting us at the address, email or toll free number listed above.

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at <http://www.cfins.com/terms/>.

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

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

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

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

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

RA

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

EXHIBIT D Business Associate Agreement

This Agreement is made effective the 16 of May, 2024, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and B2B Delivery, LLC having a principle address at 2125 E 5th Street, # 105, Tempe, AZ 85281, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

II. ACKNOWLEDGMENTS

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

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business

Associate on Covered Entity's behalf shall be subject to this Agreement.

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

V. RIGHT TO AUDIT

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURES ARE ON THE FOLLOWING PAGE]

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

COVERED ENTITY:

By: _____

Mason VanHouweling

Title: CEO

Date: _____

BUSINESS ASSOCIATE:

By:  _____

Title: Vice President

Date: May 16, 2024

Exhibit E

VENDOR/SUPPLIER SELF-IDENTIFICATION FORM

Description	Vendor/Supplier Information
Business Name:	B2B DELIVERY, LLC
PO Box/Street Address:	2125 E. 5TH STREET SUITE 105
City:	TEMPE
State/Province:	ARIZONA
Zip/Postal Code:	85288
Country:	USA
Contact's Name & Title:	RIA LASCIO
Contact Phone Number:	480-446-2899
Contact's Email:	RIA@B2BDELIVERS.COM
Contact's Fax:	480-446-2865

BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		
Diversity/ Demographic Classification	Definition	✓
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 individuals of African American/Black (AA), Asian American (AX), Hispanic American (HA), Native American (NA), or Pacific Islander (PI) ethnicity.	<input type="checkbox"/>
	AA - African American/Black: Persons having origins in any of the black racial groups of Africa.	<input type="checkbox"/>
	AX - Asian American: <ul style="list-style-type: none"> Japanese/Japanese-American: Persons having origins in any of the original peoples of Japan. Filipino/Pilipino: Persons having origins in any of the original peoples of the Philippine Islands. Pakistani/East Indian: Persons having origins in any of the original peoples of the Indian subcontinent (e.g., India and Pakistan). Other Asian: Persons having origins in any of the original peoples of the Far East (including Korea, Malaysia, Cambodia, Thailand and Vietnam), and Southeast Asia. 	<input type="checkbox"/>
	HA - Hispanic American (including Black individuals whose origins are Hispanic): <ul style="list-style-type: none"> Mexican/Mexican-American/Chicano: Persons of Mexican culture or origin, regardless of race. Latin-American/Latino: Persons of Latin American (e.g., Central American, South American, Cuban, Puerto Rican) culture or origin, regardless of race. Other Spanish/Spanish-American listed above: Persons of Spanish culture or origin, not included in any of the Hispanic categories listed above. 	<input type="checkbox"/>
	NA - Native American: Persons having origins in any of the original peoples of North and South America, (including Central American) and who maintains tribal affiliation or community attachment.	<input type="checkbox"/>
	PI - Pacific Islander: Persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.	<input type="checkbox"/>
	Prefer not to answer	<input type="checkbox"/>
BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		

Diversity/ Demographic Classification	Definition	✓
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.	<input type="checkbox"/>
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.	<input type="checkbox"/>
Emerging Small Business (ESB)	An independent and continuing business 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.	<input type="checkbox"/>
Woman Owned Business (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.	<input type="checkbox"/>
Veteran Business Enterprise (VET)	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 U.S. Veteran(s).	<input type="checkbox"/>
Disabled Veteran Enterprise (DVET)	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 veteran.	<input type="checkbox"/>
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	<input checked="" type="checkbox"/>
Choose to Not Self-Identify	Business chooses not to self-identify.	<input type="checkbox"/>

CERTIFIED BUSINESS ENTITY		
Check all applicable classifications or Not Applicable		
Participant and Certified Business Entity:	Definition	✓
Small Business Opportunity Program	A business that has successfully completed all requirements and is a graduate of the Small Business Opportunity Program (SBOP).	<input type="checkbox"/>
State of Nevada Emerging Small Business	A business that is certified by the Nevada Governor's Office of Economic Development effective January, 2014 as an "Emerging Small Business". Approved into Nevada law during 77th Legislative session as a result of AB294.	<input type="checkbox"/>
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	<input checked="" type="checkbox"/>

BUSINESS ENTITY TYPE	
Check all applicable classifications or Not Applicable	
Business Entity Type	✓
Individual/Sole Proprietor	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Limited Liability Company	<input checked="" type="checkbox"/>
Non-Profit/Government Entity	<input type="checkbox"/>
Other (please identify):	<input type="checkbox"/>

Signature: Ria Lascio

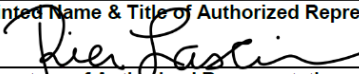
Name and Title (Printed): Ria Lascio Date: April 5, 2024

EXHIBIT I
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, B2B Delivery, LLC certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or 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 items 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 items or services hereunder. PROPOSER 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 PROPOSER or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.
6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

<u>RIA LASCIO, VICE PRESIDENT</u>	<u>N/A</u>
<u>Printed Name & Title of Authorized Representative</u>	<u>SOQ Number</u>
	<u>April 5, 2024</u>
<u>Signature of Authorized Representative</u>	<u>Date</u>

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____ SOQ Number _____

**University Medical Center of Southern Nevada (UMC)
Technology Requirements
(Ver. 2/2023)**

The following UMC technology and information security standards must be met by all vendors and partners unless explicitly approved in writing by the UMC Chief Information Officer (CIO) or other authorized UMC representative.

1. Client

- 1.1. Vendor software must be compatible with Microsoft Windows 10 or higher.
- 1.2. Application packages must be deployable using Tanium.
- 1.3. Client software must use DNS for hostname resolution and be capable of finding server resources in either forward or reverse-lookup.
- 1.4. Client applications must not require local administrator access on the workstation computer.
- 1.5. Applications must operate without disabling or reducing security settings.
- 1.6. Cloud or browser-based applications will run in Microsoft Edge with standard configurations.
- 1.7. No part of vendor software will use deprecated dependencies such as Flash or old versions of Java.

2. Configuration Management

- 2.1. Vendor must provide the following:
 - 2.1.1. Technical specifications for all hardware and/or software included with their solution.
 - 2.1.2. Network and system connectivity diagrams.
 - 2.1.3. Data flow diagrams.
 - 2.1.4. Regulatory compliance certifications and/or attestations, as applicable.

3. Data Backups

- 3.1. All vendor systems must support the installation of a Veeam backup agent to facilitate data backup and restoration.
- 3.2. Hosted/cloud data must be encrypted and maintained, including agreed upon retention standards.

4. Data Management

- 4.1. Applications storing, processing or transmitting regulated data (PHI, PII, payment card, etc.) must utilize test data for development and testing/training purposes.
- 4.2. Production data is reserved for production use only.
- 4.3. Data transfers containing regulated information (PHI, PII, payment card, etc.) from UMC to a non-UMC site must be approved by the UMC CIO and UMC Privacy Officer.
- 4.4. Payment card information is not allowed on the UMC network, or within any UMC-managed system.
- 4.5. PCI compliance is required for any system that stores, processes, or transmits payment card data (PCD).
- 4.6. If vendor will use or otherwise have access to UMC sensitive, regulated or confidential

University Medical Center of Southern Nevada (UMC)
Technology Requirements
(Ver. 2/2023)

- information, additional security and regulatory requirements may be imposed.
- 4.7. Hosted/cloud data should be compliant with all applicable privacy and security regulations.
 - 4.8. Ownership of data and metadata that are part of SaaS (software as a service) or part of any hosted/cloud applications shall be with UMC, and the data shall be provided to UMC in a fully usable format.
 - 4.9. Data exchange/transfers between systems both within and outside the UMC network must comply with UMC-approved standards and protocols.

5. Databases

- 5.1. Databases must be developed on a supported version of Microsoft SQL. Any version slated for End of Support within (3) calendar years of execution of the agreement in question will not be accepted.
- 5.2. SQL Databases must be capable of running in an active/passive clustered environment. If not feasible, vendor must provide licensing for a dedicated database instance.
- 5.3. Vendor must include recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide.
- 5.4. For hosted/cloud databases, administration and management access, tools, and training will be provided to UMC authorized users by the vendor.
- 5.5. Conversion or migration of data must be coordinated with UMC IT, the UMC business stakeholder(s) and the vendor PRIOR TO execution of the agreement in question.

6. Development

- 6.1. If direct interfacing is required, the vendor system must use Health Level Seven (HL7) standard interfaces.
- 6.2. Deployment of any solution/application that is hosted on a UMC website must be developed in Microsoft .Net Framework 4.5 or higher running on IIS Web Server version 10 or higher.
- 6.3. Deployment of any solution/application that is hosted on the UMC Intranet must be developed in Microsoft .Net Framework 4.5 or higher running on IIS 10 or higher Web Server.

7. Email

- 7.1. SMTP servers other than UMCSN SMTP servers are prohibited.
- 7.2. Outbound email must be authenticated through Microsoft Active Directory.
- 7.3. Email must not be the system of record for any application or process.

8. Network

- 8.1. Solutions must support a routed, segmented IPv4 network.
- 8.2. IPv6 is not supported and must not be enabled.
- 8.3. Use of a VLAN, firewall and/or other measures may be employed to isolate vendor solutions that do not comply with industry-standard security and network

University Medical Center of Southern Nevada (UMC)
Technology Requirements
(Ver. 2/2023)

requirements.

- 8.4. Wireless devices will meet the following requirements:
 - 8.4.1. WPA2 PSK AES encryption scheme with a minimum 128-bit passkey.
 - 8.4.2. Function effectively with a minimum 70 db RSSI with a 0 to 25 db signal-to-noise level.
 - 8.4.3. Function effectively on channels 802.11.G.N channels 1, 6, or 11.
 - 8.4.4. Be configured to prevent sharing of Wi-Fi keys
 - 8.4.5. Function within the key length and strength used by UMC
 - 8.4.6. Run current operating system (OS) versions that are under standard support and security patching.
 - 8.4.7. Function with UMC's MDM solution to prevent unauthorized configuration changes as applicable.
- 8.5. Systems must be compatible with SNMP version 3.
- 8.6. For Windows-based operating systems, WMI must be installed and enabled.
- 8.7. Vendor must provide minimum and maximum data transmission rates and quantities.

9. Remote Access

- 9.1. Only remote access solutions directly managed by UMC IT are authorized to be used by vendors to remotely connect to the UMC computing environment and systems, regardless if the system is owned by the vendor.
- 9.2. Control of remote access into the UMC computing environment is at the sole discretion of UMC IT.
- 9.3. UMC reserves the right to require an approval process each time the remote connection is made.
- 9.4. Remote access can be revoked or suspended at any time without notice.

10. Security

- 10.1. All applications and systems must be Microsoft Active Directory-integrated using standard LDAP configurations.
- 10.2. All applications must be compliant with UMC's password policy for all account types (user, service account, support, etc.).
- 10.3. Passwords must be encrypted and cannot be stored in plain text or reversible encryption/encoding anywhere within the application or supporting scripts
- 10.4. Vendors will not share passwords or access to accounts, and will not create additional accounts.
- 10.5. Service Accounts must be domain accounts.
- 10.6. Service accounts are non-interactive and will not be used to manually log in to a workstation or server.
- 10.7. Vendor will not have access to service account passwords.
- 10.8. Vendor must shut down all non-secure or unused services/ports.
- 10.9. Any web-based feature or function must fully run over HTTPS S mode, with valid public or domain certificates, on standard ports, and must not rely on deprecated encryption

University Medical Center of Southern Nevada (UMC)
Technology Requirements
(Ver. 2/2023)

or protocols.

- 10.10. Web-enabled applications must be compliant with Microsoft Edge. Applications should not require ActiveX components or other ad-hoc components not supplied during the initial installation.
- 10.11. Solutions connected to the UMC network must be members of the UMC domain and able to accept UMC Microsoft Active Directory Group Policies.
- 10.12. Vendor systems must be compatible with UMC's endpoint solution. Documented file exceptions must be provided by vendor and approved by UMC CIO, ISO or delegate.
- 10.13. Audit logs must be generated and be able to be imported into a standard SIEM.
- 10.14. User access logging must be provided to support user audit trail including all privileged access and actions.
- 10.15. The use of default passwords are strictly prohibited.
- 10.16. Users will be provisioned using Role Based Access Control (RBAC) and the principle of least privilege (POLP).
- 10.17. The use of unauthenticated access is prohibited except where public access is expected.
- 10.18. All systems are subject to vulnerability scanning and penetration testing.
- 10.19. Disabling or tampering with UMC security software is strictly prohibited.
- 10.20. All system traffic is subject to inspection including but not limited to, IPS, NextGen threat inspection, and TLS\SSL decryption.
- 10.21. Non-compliant systems may be remediated, isolated, or removed from UMC networks until remediated.

11. Systems and Operations

- 11.1. VMWare is the standard hypervisor.
- 11.2. Virtualized server systems are preferred. The guest operating system will run on a VMWare ESX 6.7 Hyper-converged environment.
- 11.3. Vendor-provided solutions must be developed on current and supported industry standard operating systems.
- 11.4. UMC IT will manage all installed computer hardware unless otherwise documented and contractually agreed to by UMC and the vendor.
- 11.5. UMC IT will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection installed on all UMC devices unless otherwise documented and contractually agreed to by UMC and the vendor.
- 11.6. Vendor software must not interfere or invalidate any operational function of UMC software or agents
- 11.7. Upgrades, enhancements, feature changes, or maintenance to vendor systems or software will be performed in coordination with UMC IT.
- 11.8. Turn-key solutions that provide hardware and software must use industry standard hardware platforms and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management, and ILO/DRAC that is to be kept current

University Medical Center of Southern Nevada (UMC)
Technology Requirements
(Ver. 2/2023)

- for security and features.
- 11.9. Hardware supplied by the vendor will be rack mountable, server class, with redundant power supplies and storage.
 - 11.10. UMC will have full administrative rights with respective Administrator, Local Administrator and Root accounts.
 - 11.11. For Fiber Channel SAN-attached storage, the application must be capable of running on RAID-DP.
 - 11.12. Local storage configuration should be capable of RAID 5, other configurations will be considered on a case-by-case basis.
 - 11.13. Virtual machine configurations will have at least 50 GB OS partition; application/data/binaries must reside on separate partition(s).
 - 11.14. Vendor is responsible for remaining up-to-date with operating systems, database engines, hardware, interfaced systems, etc.
 - 11.15. UNIX/Linux-based application will not be installed into the system volume group/root file system.
 - 11.16. Vendor must accommodate and support both standard and emergency operating system and application patching.
 - 11.17. UNIX/Linux-based systems must use SUDO or SU accounts.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 3						
Corporate/Business Entity Name:		B2B DELIVERY, LLC				
(Include d.b.a., if applicable)						
Street Address:		2125 E. 5TH STREET SUITE 105		Website: WWW.B2BDELIVERS.COM		
City, State and Zip Code:		TEMPE, AZ 85288		POC Name: RIA LASCIO		
				Email: RIA@B2BDELIVERS.COM		
Telephone No:		480-446-2899		Fax No: 480-446-2865		
Nevada Local Street Address:				Website:		
(If different from above)		3140 E POLARIS AVE. SUITE 22		SAME		
City, State and Zip Code:		LAS VEGAS, NV 89102		Local Fax No: 702-541-6230		
Local Telephone No:		702-541-6260		Local POC Name: KATRINIA CAREY		
				Email: KATRINIA@B2BDELIVERS.COM		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
JAMES J LASCIO	PRESIDENT / OWNER	50%
RIA LASCIO	VICE PRESIDENT / OWNER	50%

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

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

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


 Signature
 VICE PRESIDENT / OWNER
 Title

RIA LASCIO
 Print Name
 APRIL 5, 2024
 Date

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

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

Issue:	First Amendment to Service Agreement for Release of Medical Information and Copying Services with MRO 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 First Amendment to Service Agreement for Release of Medical Information and Copying Services with MRO Corporation; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000870000	Funded Pgm/Grant: N/A
Description: Release of Medical Information Services	
Bid/RFP/CBE: RFP 2022-06	
Term: 11/17/22 – 11/16/25; with 1 yr renewal option	
Amount: Base - \$131,000 annually; Total \$524,000	
Amendment – \$468,000.00 annually for remaining term 5/1/24-11/16/25	
Out Clause: 90 days' notice if terminating for convenience	

BACKGROUND:

In June, 2022, UMC publicly solicited proposals for RFP 2022-06 to process and complete in a timely manner, requests received by UMC for release of medical records via mail, telephone, email, facsimile, and in person walk-in requests. In November, 2022, after evaluation and negotiation, UMC awarded to and entered into the RFP Service Agreement with MRO Corporation for a term of three (3) years at the fixed not-to-exceed fee of \$131,000 per year.

NRS 629.062 was enacted into law effective October 1, 2023, which established and limited allowable fees a custodian of health care records may charge for furnishing medical records electronically. Therefore, to equitably allocate for the increase in costs caused by the statutory changes, the parties have agreed to increase the annual not-to-exceed amount for the Service Agreement from \$131,000.00 to \$468,000.00. The Agreement term and out clause remain unchanged.

UMC's Director of Health Information Services (HIM) has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
May 22, 2024

Agenda Item #

14

**FIRST AMENDMENT TO THE SERVICE AGREEMENT
RELEASE OF MEDICAL INFORMATION AND COPYING SERVICES**

This First Amendment (“First Amendment”) to the Service Agreement for Release of Medical Information and Copying Services, is effective as of the date last signed below (“First Amendment Effective Date”), and is 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, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, (“HOSPITAL”), and **MRO Corporation** (“MRO”), having its principal place of business at 1000 Madison Ave., Ste 100, Norristown, PA 19403, (“COMPANY”). HOSPITAL and COMPANY are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, HOSPITAL and COMPANY have agreed to that certain Service Agreement for Release of Medical Information and Copying Services effective November 17, 2022 (the “Agreement”);

WHEREAS, NV ST 629.062 was enacted into law effective October 1, 2023, thereby establishing and limiting allowable fees a custodian of health care records may charge for furnishing medical records electronically;

WHEREAS, from October 2023 through April 2024, the Parties negotiated in good faith to equitably allocate for the increase in costs caused by the statutory changes;

WHEREAS, HOSPITAL and COMPANY wish to amend the Agreement in certain respects as provided in this First Amendment; and

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, HOSPITAL and COMPANY, intending to be legally bound, hereby agree as follows:

1. As of May 01, 2024, the base Monthly Fees are increased from ten thousand dollars and zero cents (\$10,000.00) to thirty-eight thousand dollars and zero cents (\$38,000.00) to equitably allocate the increase in costs caused by statutory changes, codified at NV ST 629.062, impacting the fees for furnishing medical records electronically. The Base Monthly Fees are based upon an estimated volume of six thousand, five hundred (6,500) combined billable and non-billable requests.
 - a. The Parties agree that if additional clarity is forthcoming on what a custodian of health care records of a state or local governmental entity may charge under NV ST 629.062(3)-(4), the Parties will work together in good faith to mutually agree upon further amending this Agreement.
2. As of May 01, 2024, the annual not-to-exceed amount is increased from one hundred thirty-one thousand dollars and zero cents \$131,000.00 to four hundred sixty-eight thousand dollars and zero cents (\$468,000.00).
3. COMPANY shall provide to HOSPITAL on or before the fifteenth (15th) of each month reports detailing the number of requests, the type of each request, the delivery method, the number of pages produced, the fee charged to the requestor, and any other information reasonably requested by HOSPITAL.

4. COMPANY and HOSPITAL shall meet on a quarterly basis to review the volume of requests. In the event that there is more than a fifteen percent (15%) decrease in the volume of requests processed by COMPANY, the Base Monthly Fees shall be decreased by such percentage.
5. Except as expressly amended in this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates set forth below.

MRO Corporation MRO

University Medical Center of Southern Nevada

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Mason Van Houweling

Title: _____

Title: Chief Executive Officer

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)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
			32			
Corporate/Business Entity Name:		MRO Corporation				
(Include d.b.a., if applicable)						
Street Address:		1000 Madison Ave, suite 100		Website: www.mrocorp.com		
City, State and Zip Code:		Norristown, PA 19403		POC Name: Angela Rose; arose@mrocorp.com Email:		
Telephone No:		(610) 994-7500		Fax No:		
Nevada Local Street Address: (If different from above)		N/A		Website: www.mrocorp.com		
City, State and Zip Code:		N/A		Local Fax No: N/A		
Local Telephone No:		N/A		Local POC Name: N/A 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)
No individual holds more than 5% ownership		

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:

Sibyl Medie

Signature

DBD28882D8CD46C...

Sibyl Medie

Print Name

5/20/2024

Date

General Counsel

Title

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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


For UMC Use Only:

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

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

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

Notes/Comments:

DocuSigned by:

 Signature DBD28882D8CD46C...
 Sibyl Medie

Print Name
Authorized Department Representative

**FIFTH AMENDMENT TO
AGREEMENT FOR DATA ENGINEERING CONSULTATION**

This Fifth Amendment ("Fifth Amendment") to the Agreement for Data Engineering Consultation, is effective July 1, 2024 ("Fifth Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada** ("Hospital") and **Shannon Kane-Saenz** ("Consultant").

RECITALS:

WHEREAS, Hospital and Consultant have previously entered into an Agreement for Data Engineering Consultation effective as of March 30, 2020, as amended (the "Agreement") in which Consultant agreed to provide needed day-to-day support of the Finance Department's Data Engineering effort; and

WHEREAS, Hospital and Consultant wish to further amend the Agreement with this Fifth Amendment.

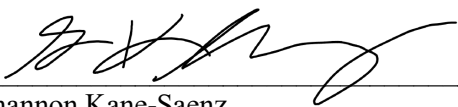
NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Hospital and Consultant hereby agree as follows:

1. Section I, Term of Agreement, is hereby amended to extend the Term from July 1, 2024 through June 30, 2025.
2. The Agreement's budget is hereby amended to add an additional not-to-exceed amount of \$150,750.00 during the one (1) year extension (with a new not-to-exceed total of \$787,500.00). All references in the Agreement to the budget allowance are amended to include this additional amount.
3. Except as expressly amended in this Fifth Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on the date set forth above.

Consultant:
SHANNON KANE-SAENZ

Hospital:
**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

By: 
Shannon Kane-Saenz
Database Engineer

By: _____
Mason Van Houweling
Chief Executive Office

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 8						
Corporate/Business Entity Name: Shannon Kane-Saenz						
(Include d.b.a., if applicable)						
Street Address:		52046 North Hwy 245		Website: https://www.kanesaenz.com/shannon/index.html		
City, State and Zip Code:		Miramonte, Ca. 93641		POC Name:		
				Email: shannon@kanesaenz.com		
Telephone No:		559-302-8249		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)
Shannon Kane-Saenz	Owner/Senior Database Engineer Consultant	100%

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

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

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

 Signature Senior Database Engineer Consultant Title	Shannon Kane-Saenz Print Name 4/18/2024 Date
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Fifth Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Fifth Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: Data Engineering Consulting Services	
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services	
Term: Amendment 5 – extend for one (1) year from 7/1/2024 to 6/30/2025	
Amount: Amendment 5 – additional NTE \$150,750; cumulative total since inception of Agreement is NTE \$787,500	
Out Clause: 15 days w/o cause	

BACKGROUND:

On March 30, 2020, Shannon Kane-Saenz (“Consultant”) and UMC entered into an Agreement for Data Engineering Consulting Services wherein Consultant agreed to provide needed day-to-day support of Finance Department’s Data Engineering effort e.g., Kaufman Hall/Syntellis Axiom and Epic Clarity platforms, among other things (“Agreement”). Consultant’s services are unique requiring her diverse skill set in building, implementing and maintaining Epic data models and data engineering using Microsoft tools.

First Amendment, effective November 18, 2020, added more funds in the amount of \$69,000. Second Amendment, effective June 10, 2021, extended the Term through June 30, 2022 and added more funds in the amount of \$150,000. Third Amendment, effective April 11, 2022, extended the Term through June 30, 2023 and added more funds in the amount of \$167,000. Fourth Amendment, effective July 1, 2023, extended the Term through June 30, 2024 and added more funds in the amount of \$152,750.

Cleared for Agenda
May 22, 2024

Agenda Item #

15

This Fifth Amendment requests to extend the Agreement Term for one (1) year from July 1, 2024 through June 30, 2025, and increase the funding by an additional \$150,750 for a new not-to-exceed total amount of \$787,500. The continuation of data engineering services is needed for Epic Clarity and Caboodle database related projects. All other terms of the Agreement remain unchanged. Staff also requests authorization for the Hospital CEO to execute future amendments within the not-to-exceed amount of this Agreement if deemed beneficial to UMC.

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

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

Issue:	Agreement for Products, Systems & Installations with Olpin Group, 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 Agreement with Olpin Group, Inc. for the purchase of bed and equipment lift systems; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Name: UMC Operating Fund

Fund Center: 3000718100

Funded Pgm/Grant: N/A

Description: Hospital bed and equipment lift systems, with delivery and installation.

Bid/RFP/CBE: NRS 332.115(4) – Purchase of goods commonly used by a hospital

Term: One year or until completion of the Work, whichever occurs earlier.

Amount: \$780,884

Out Clause: The Agreement may be canceled by University Medical Center of Southern Nevada (UMC), provided UMC compensates vendor for its performance, commitments and damage, not-to-exceed the total purchase price stated in the Agreement.

BACKGROUND:

This request is for UMC to enter into a purchase agreement with Olpin Group, Inc. to provide, deliver, and install hospital bed and equipment lift systems.

Bed and equipment storage lifts and capsules help keep corridors free and clear and in compliance with fire codes. Further, these storage and lift systems protect medical equipment from getting bumped into walls and door jambs. These systems are especially critical for beds that contain sensitive electronics. Bed and equipment storage lifts and capsules also promote organization and product flow, which reduces downtime.

The term of the Agreement will be for one (1) year or until the completion of the delivery and installation of the bed and equipment storage systems, whichever occurs earlier. The Agreement may be canceled by UMC, provided UMC compensates vendor for its performance, commitments and damage, not-to-exceed the total purchase price stated in the Agreement.

UMC's Director of Environmental 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
May 22, 2024

Agenda Item #

16

TERMS & CONDITIONS FOR PRODUCTS, SYSTEMS & INSTALLATIONS ("Terms")

1. **GENERAL:** These Terms govern the agreement between OLPIN GROUP, INC. and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital, ("BUYER") for completion of the work as outlined on the attached Sales Quotation #23061 (the "Work"). The term of this agreement shall commence on the date of last signature by the Parties below (the "Effective Date") and shall continue for a term of one year or completion of the Work, whichever occurs sooner (the "Term"). In the event of a conflict between these Terms and the Sales Quotation, these Terms shall control.

PAYMENT TERMS: Upon signing these Terms & Conditions, BUYER shall deposit with OLPIN GROUP, INC. 50% of the amount referenced on Sales Quotation #23061. The balance of the quote shall be due upon substantial completion of installation of the systems and equipment pursuant to the Proposal (hereinafter "Equipment"). If the BUYER issues a purchase order for goods and/or services, the BUYER shall state the deposit amount on BUYER's purchase order. Notwithstanding the foregoing, except for Change Orders expressly agreed to in writing by OLPIN GROUP, INC. and BUYER, costs associated with the Work shall not exceed the amount specified on the attached Sales Quotation #23061.

2. **PROGRESS BILLING:** OLPIN GROUP, INC. will submit Progress Billings if any projects are delayed by BUYER or BUYER's subcontractors, beyond target date, or projects running more than 30 days.

3. **CHANGE ORDER:** Change Orders will be issued for any additional work that was not in the original Scope of Work (as defined in Sales Quotation #23061). No Change Order shall be effective without first having been expressly agreed to, in writing, by OLPIN GROUP, INC., and BUYER.

4. **ENGINEERING DATA:** The proposal, drawings and/or specifications of any quotation are confidential engineering data and are the exclusive property of OLPIN GROUP, INC. Such are submitted with the understanding that the information will not be disclosed without the prior written permission of OLPIN GROUP, INC., or used in any manner detrimental to OLPIN GROUP, INC. If OLPIN GROUP, INC.'s designs and engineering plans are given to competition without prior written permission, OLPIN GROUP, INC. will invoice for design and planning costs. All specifications and dimensions of proposal, drawings are approximate, and are subject to changes during detailed engineering. Notwithstanding anything contained in this agreement to the contrary, OLPIN GROUP, INC. 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. As such, its records are public documents available for copying and inspection by the public. If BUYER receives a demand for the disclosure of any information related to this agreement that OLPIN GROUP, INC. has claimed to be confidential and proprietary, BUYER will immediately notify OLPIN GROUP, INC. of such demand and OLPIN GROUP, INC. shall immediately notify BUYER of its intention to seek injunctive relief in a Nevada court for protective order. OLPIN GROUP, INC. shall indemnify and defend BUYER from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of OLPIN GROUP, INC. document(s) in BUYER'S custody and control in which OLPIN GROUP, INC. claims to be confidential and proprietary.

5. **PROJECT DIMENSIONS:** If BUYER's building is not complete and/or available for field dimension verification prior to ordering materials and the Equipment for the project, then BUYER understands that OLPIN GROUP, INC. will rely on the architectural plans provided by BUYER or BUYER's agent as the basis of dimension for the design and ordering of the Equipment. Any discrepancies between the architectural plans and the final field dimensions which cause the Equipment to be modified or changed thereby incurring additional costs, will be at BUYER's expense and reflected in a Change Order to the proposal. OLPIN GROUP, INC. will take final dimension measurements prior to delivery and installation of any Equipment.

6. **STANDARD ANCHORING/INDEMNITY:** Proposal pricing includes standard anchoring (anchoring to the wall or floor.) Details of anchoring will be shown on the final set of shop/installation drawings provided to BUYER. BUYER, by its signature hereto, expressly represents that it has been advised by OLPIN GROUP, INC. to engage the services of a Structural Engineer to determine if seismic anchoring is required. The cost of any such inspection and testing of the Equipment, including supplying any materials, as required by a structural engineer for the testing, shall be at BUYER's expense. If the structural engineer determines additional anchoring, other than that provided in the drawings, is required, then OLPIN GROUP, INC. at BUYER's request, will add the additional anchoring to the Scope of Work as a Change Order, with the cost of the additional anchoring requirements specified in the Change Order. Alternatively, BUYER may freely choose to not engage the services of a Structural Engineer and in such event BUYER shall be solely responsible for any and all claims of loss, damage or liability which may arise as a result of anchoring. Notwithstanding the foregoing, OLPIN GROUP, INC. does hereby agree to defend, indemnify, and hold harmless BUYER and the employees, officers and agents of BUYER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of OLPIN GROUP, INC. or the employees or agents of OLPIN GROUP, INC. in the performance of this agreement.

7. **DELIVERY:** Shipping or delivery dates are approximate. OLPIN GROUP, INC. shall not be liable for delays in or failure of delivery due to changes requested by BUYER, or causes beyond its control. At the request of OLPIN GROUP, INC., BUYER shall make payment as though shipment has been made as specified and for any expenses incurred by OLPIN GROUP, INC. due to BUYER's request in delaying shipment.

8. **STORAGE:** INTENTIONALLY DELETED.

9. **SPECIALS:** Special items not considered as standard inventory by OLPIN GROUP, INC. and/or manufactured by OLPIN GROUP, INC. to BUYER's specifications or job requirements, will become the sole property of the BUYER and will not be accepted for return.

10. **INSURANCE:** OLPIN GROUP, INC.'s employees who enter BUYER's premises will have Workman's Compensation coverage in statutory limits and OLPIN GROUP, INC.'s automobiles will be covered by Public Liability and Property Damage Insurance.

11. **CANCELLATION:** On all cancelled orders, BUYER shall compensate OLPIN GROUP, INC. for its performance, commitments and damage as follows: BUYER shall pay OLPIN GROUP, INC. a cancellation fee not to exceed the original purchase price.

12. **CONSTRUCTION AREA:** BUYER shall provide OLPIN GROUP, INC. with a free and clear construction site. All materials and/or construction shall be removed from the area. BUYER will furnish OLPIN GROUP, INC. with adequate electrical power to efficiently operate the power tools required for the installation.

13. **UNLOADING, SPOTTING AND STORAGE:** BUYER shall provide OLPIN GROUP, INC. with adequate unloading facilities, and sufficient access to those facilities to insure OLPIN GROUP, INC.'s efficient unloading procedure, including access to elevators. Adequate aisles shall be provided by the BUYER to provide efficient handling of the materials and Equipment from the unloading of storage area to the construction site.

14. **COMMENCEMENT OF INSTALLATION AT JOB SITE:** OLPIN GROUP, INC. will not be obligated to commence work at job site until receipt of written notice from BUYER that BUYER's building is ready for use, necessary utilities and equipment are supplied to the work site, and the 50% deposit has been received by OLPIN GROUP, INC. (see #2 above). OLPIN GROUP, INC. will follow BUYER's standard procedures as followed by BUYER's staff in regard to programming changes; testing; change control; and other similar activities, including BUYER's Policy (Contracted Non-Employees/Allied Health Non-Credentialed/Dependent Allied Health/Temporary Staff/Construction/Third Party Equipment) and BUYER's Vaccine Policy, as may be amended from time to time. OLPIN GROUP, INC. shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by OLPIN GROUP, INC., its subcontractors and its and their principals, officers, employees and agents under this agreement. In performing the specified services, OLPIN GROUP, INC. shall follow practices consistent with generally accepted professional and technical standards. OLPIN GROUP, INC. further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, OLPIN GROUP, INC. will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of BUYER. OLPIN GROUP, INC. expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose. It shall be the duty of OLPIN GROUP, INC. to assure that all products of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, OLPIN GROUP, INC. will not produce a work product which violates or infringes on any copyright or patent rights. OLPIN GROUP, INC. shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, OLPIN GROUP, INC. shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, OLPIN GROUP, INC. shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the Work to the satisfaction of BUYER in accordance with all applicable federal, state, and local laws, ordinances and codes. OLPIN GROUP, INC. shall leave the premises and worksite in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, BUYER may satisfy the requirements of this Section at OLPIN GROUP, INC.'s expense. The Work specified by this agreement shall not be subcontracted by OLPIN GROUP, INC. without the prior written approval of BUYER. OLPIN GROUP, INC. at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Work in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, BUYER shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by OLPIN GROUP, INC. or its subcontractors, even if such Equipment is furnished, rented or loaned to OLPIN GROUP, INC. or its subcontractors by BUYER. Notwithstanding the foregoing, OLPIN GROUP, INC. will work with Buyer to transfer or otherwise ensure the validity of all applicable manufacturer warranties, including, but not limited to, the warranty of the entity operating under the tradenames of Vidir and Vidir Vertical Solutions.

15. **CHANGES IN WORK:** Should the BUYER order changes in the Work, such orders and adjustments shall be made in writing to OLPIN GROUP, INC. The contract price shall be adjusted according to the changes in the work specified. Additionally, Change Orders will be issued for any additional work that was not in original Scope of Work.

16. **FLOORS:** BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed.

17. **SURVEYS, PERMITS AND REGULATIONS:** BUYER shall procure and pay for all permits, inspections, and/or structural calculation required by any governmental authority for any part of the work performed by OLPIN GROUP, INC., except as otherwise stated.

18. **FINAL APPROVAL:** At the time that OLPIN GROUP, INC. completes the Work, the BUYER will inspect the Work and if the Work is in conformity with the terms and provisions of the Proposal, including change orders, the BUYER shall accept the same and deliver to OLPIN GROUP, INC. a signed statement of acceptance/approval. If the BUYER fails to so

notify OLPIN GROUP, INC. by written statement, the Work shall be conclusively deemed to have been accepted by the BUYER.

19. INSTALLATION: The proposal is based on an eight hour working day and no provisions have been made for overtime or shift premium pay. Additional charges will apply for installations After Hours, Nights and/or Weekends. BUYER shall provide parking for installation crews.

20. BUYER GENERAL INDEMNITY: To the extent expressly authorized by Nevada law, BUYER agrees to and shall hold harmless and indemnify OLPIN GROUP, INC., its successors or assigns, against any and all damages, liabilities, obligations, losses, and expenses (including fees and expenses of counsel) of any kind or nature whatsoever as a result of (a) BUYER's ownership and/or operation of the Equipment installed by OLPIN GROUP, INC. (under the terms of the Proposal and these Terms and Conditions), and (b) BUYER's breach of any provision of these Terms and Conditions.

21. LEGAL ACTION: Nevada law shall govern the interpretation of this agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada. Before instituting any judicial action with respect to a dispute, the parties agree to submit to non-binding mediation. OLPIN GROUP, INC. shall comply with all applicable laws, regulations and rules, including without limitation, Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338. Any provision required to be included in this agreement pursuant to NRS Chapter 338 or NAC Chapter 338 is hereby incorporated by this reference. In the event that any legal action is initiated regarding the breach of any terms or conditions of this agreement, the prevailing party shall be entitled to receive in addition to any damages suffered, their court costs and attorney's fees incurred.

22. BUDGET ACT / FISCAL FUND OUT: Notwithstanding anything contained in this agreement to the contrary, in accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this agreement between the parties shall not exceed those monies appropriated and approved by BUYER for the then-current fiscal year under the Local Government Budget Act. This agreement shall terminate and BUYER'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 this agreement. BUYER agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this agreement. In the event this section is invoked, this agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve BUYER of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

23. PROHIBITION AGAINST ISRAEL BOYCOTT: In accordance with Nevada Revised Statute 332.065, OLPIN GROUP, INC. certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

24. MISCELLANEOUS: OLPIN GROUP, INC. acknowledges that the BUYER has an obligation to ensure that public funds are not used to subsidize private discrimination. OLPIN GROUP, INC. recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, BUYER may declare OLPIN GROUP, INC. in breach of the agreement, terminate the agreement, and designate OLPIN GROUP, INC. as non-responsible. In addition, the provisions of Nevada Revised Statute 338.125(2) are hereby specifically incorporated by reference. Any attempt by OLPIN GROUP, INC. to assign or otherwise transfer any interest in this agreement without the prior written consent of BUYER shall be void. OLPIN GROUP, INC. shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this agreement. All work performed or services rendered by OLPIN GROUP, INC. shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. Neither BUYER nor OLPIN GROUP, 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 this agreement without the prior written consent of the other party. OLPIN GROUP, INC. warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this agreement. OLPIN GROUP, INC. covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. OLPIN GROUP, INC. further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

DATE

OLPIN GROUP, INC.

By: 
NAME _____
Title: _____
Address: 3520 E Enterprise Drive, Anaheim, CA 92807

DATE

4/26/2024

SALES QUOTATION

Project # 23061
Date: 10/6/2023

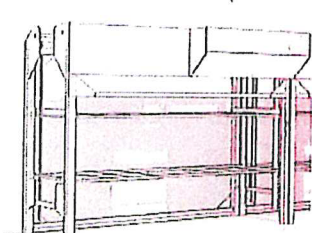
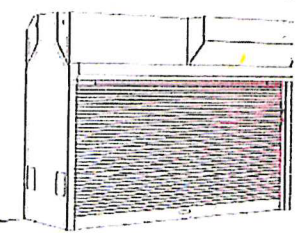


Olpin Group, Inc.

3520 E Enterprise Dr | Anaheim, CA | 92807

Travis Weaver | 714-907-3013 | Travis@OlpinGroup.com

UMC-LV		Revision: 4	
Bill To:		End User:	
Company	University Medical Center Las Vegas	Company	
Address	1800 W Charleston Blvd	Address	
Address		Address	
City	Las Vegas NV 89702	City	
Contact	Portia Ealy	Contact	
Phone	702-765-7930	Phone	
Email	portia.ealy@umcsn.com	Email	

Item #	Product Description	Qty	Price Ea	Unit	Price
1	<p>Side Load Bedlift - (3 High Bed Lift) Manufacturer: Vidlr Catalog Number: OGST32796S</p> <p>Overall Dimensions: 8' 9"W x 4' 7"D x 8'H Overall Weight Capacity: 1,800 lbs Carrier Type: Platform Total Positions: 3 Weight Capacity per Carrier: 600 lbs Useable Height per Position: 24" Useable Width per Position: 96" Useable Depth per Position: 44.5" Drive System: (1) 1.5 HP Motor Bedlift Electrical: 220V 1Phase 15 Amp Retrieval Speed: 11.7 Seconds per Position</p> <p>Long Hallway (9 each)</p> <p>Short Hallway (5 each)</p> <p>Bed Shop (2 each) - No doors in Bed Shop</p>  	16		EA	
2	<p>Roll Down Security Doors Catalog Number: OGST45-G</p>	14		EA	
3	<p>Bed Side Panel Catalog Number: OGST327R-SP</p>	11		EA	
4	<p>Installation Includes Seismic Anchoring Package</p>	1		LOT	

Lead time: 9 - 10 weeks after receipt of order

Finishes: Based on manufacturer's standard selection

* Freight is an estimate and will be added at cost

Permits and Seismic Calculations not included - Add \$3,500 for Calcs

Customer to provide forklift, scissor lift and power hookups at time of installation

Quote valid for 30 days.

Subtotal	
Estimated Freight*	
Sales Tax	OUT OF STATE
ORDER TOTAL	\$ 780,884.00
50% Deposit	\$ 390,442.00
4% processing fee for credit card payments	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Olpin Group Inc.						
(Include d.b.a., if applicable)						
Street Address: 3520 E. Enterprise Dr.			Website: www.olpingroup.com			
City, State and Zip Code: Anaheim, CA 92807			POC Name: Scott Olpin			
			Email: Scott@olpingroup.com			
Telephone No: 714-970-2299			Fax No: N/A			
Nevada Local Street Address:			Website:			
(If different from above) N/A						
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)
Scott Olpin	President	63
Kevin Donnelly	CFO	28
Frank Herrera	COO	9

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.)

Page 193 of 223

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.

<u>Scott Olpin</u> Signature	<u>Scott Olpin</u> Print Name
<u>President</u> Title	<u>4/11/24</u> Date

DISCLOSURE OF RELATIONSHIP

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

N/A

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:

Page 194 of 223

Signature

Print Name
Authorized Department Representative

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

Issue:	Wholesale Product Purchase Agreement with Priority Healthcare Distribution, Inc. d/b/a CuraScript SD Specialty Distribution	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 Wholesale Product Purchase Agreement with Priority Healthcare Distribution, Inc. d/b/a CuraScript SD Specialty Distribution for the purchase of pharmaceutical and biological products; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000717100	Funded Pgm/Grant: N/A
Description: Pharmaceutical and Biological Product Purchase	
Bid/RFP/CBE: NRS 332.115.4 – Purchase of goods commonly used by a hospital	
Term: 3 years from Effective Date with one, 2-year automatic renewal option	
Amount: NTE \$800,000 per year or NTE \$4,000,000 for five (5) years	
Out Clause: 90 days w/o cause or 60 days prior to the expiration of the initial term	

BACKGROUND:

This request is to enter into a new Wholesale Product Purchase Agreement (“Agreement”) with CuraScript SD to purchase pharmaceutical and biological products. CuraScript SD is a specialty pharmaceutical wholesaler that provides certain specialty pharmaceuticals such as Spinraza and Epoprostenol; these medications help treat patients with rare neuromuscular disorder and certain kinds of pulmonary arterial hypertension, respectively. Staff also requests authorization for the Hospital CEO to execute future amendments within the not-to-exceed amount of this Agreement if deemed beneficial to UMC.

UMC’s allocated budget for this Agreement is NTE \$800,000 per year. Term is three (3) years from the Effective Date with one, 2-year automatic renewal option. Either party may terminate this Agreement at any time without cause with a 90-day notice or with a 60-day notice prior to the expiration of the initial term.

Cleared for Agenda
May 22, 2024

Agenda Item #

17

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

WHOLESALE PRODUCT PURCHASE AGREEMENT

THIS WHOLESALE PRODUCT PURCHASE AGREEMENT (the “Agreement”) is effective upon the date of last signature (the “Effective Date”) by and between **Priority Healthcare Distribution, Inc.**, doing business as CuraScript SD Specialty Distribution, a Florida corporation having offices at 255 Technology Park, Lake Mary, Florida 32746 (“Distributor”), and **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes having offices at 1800 West Charleston Boulevard, Las Vegas, Nevada 89102 (“Hospital”). Distributor and Hospital are each referred to in this Agreement as a “Party,” collectively, the “Parties.”

WHEREAS, Hospital is in the business of providing healthcare services which requires the purchase and use of certain products sold and distributed by Distributor;

WHEREAS, Distributor wholesales certain products to its customers, which include physicians, physician group practices, and certain health care institutions and facilities located in the United States and Puerto Rico;

WHEREAS, Distributor has the required licenses and/or authorizations pursuant to all federal, state and local laws in order to conduct business relative to this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement so that Distributor can distribute pharmaceutical or biological products (the “Products”).

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I **SERVICES**

- 1.1 LINE OF CREDIT.** Immediately upon execution of this Agreement, Hospital will cooperate in good faith to complete all necessary documentation, including credit applications and financial responsibility agreements, required for the establishment of an appropriate line of credit offered by Distributor to Hospital for the purchase of Products. The Parties will periodically review the line of credit. Distributor in its sole discretion may modify the credit line accordingly, with written notice to Hospital. For the purpose of clarification, in the event of conflict between this Agreement and the credit application or financial responsibility agreements, this Agreement shall control.
- 1.2 PRODUCT.** This Agreement governs Hospital’s purchases of those Products set forth in Exhibit A, which is attached hereto and incorporated by reference herein. The Products listed in Exhibit A may be modified from time to time by the Parties upon written mutual consent.
- 1.3 PRODUCT PURCHASE ORDERS.** All Hospital purchase orders for Product are subject to review and acceptance by Distributor. Distributor reserves the right at any time after receipt of Hospital’s purchase order to accept or decline, in its sole discretion, any purchase order in its entirety or to accept less than the full quantity of a purchase order, on a case-by-case basis, for any reason. Partially filling a purchase order does not obligate Distributor to fill the remainder of the purchase order.

***FOIA NOTICE:** This document contains proprietary and confidential information including internal policies, trade secrets, and commercial and financial information, any and all of which are protected from disclosure under the Freedom of Information Act (FOIA), pursuant to 5 U.S.C. § 552(b)(4) and 45 C.F.R. Part 5.*

- 1.4 DISTRIBUTION AND SHIPPING TERMS.** Distributor will ship all Products in compliance with Distributor's then-current Shipping Policy, which may be reasonably modified from time to time without Hospital's consent. Distributor's current Shipping Policy is attached hereto as Exhibit C and incorporated herein by reference.

All deliveries of Product will be Free On Board, Hospital's designated facility, as defined below. For purposes of this subsection, the term "Free On Board, Hospital's designated facility" (i.e., FOB Destination) means that Distributor shall: (i) bear all costs associated with shipping Products to Hospital's designated facility; (ii) bear the risk of loss until Hospital's designated facility takes possession of the Product, which Product must be in new and acceptable condition upon receipt by Hospital; and (iii) be responsible for insuring Products while in transit. Hospital shall be entitled to designate more than one of its facilities for receipt of the Product.

- 1.5 PRODUCT RETURNS.** All Product returns shall be made in accordance with Distributor's standard Returned Goods Policy in effect, which is attached hereto as Exhibit B and incorporated by reference herein. The Returned Goods Policy may be reasonably modified from time to time without Hospital's consent. Distributor shall provide Hospital with advance written notice of any such change.
- 1.6 OWN USE.** Hospital represents, warrants, and covenants that all Products purchased through Distributor are intended for Hospital's "Own Use" pursuant to applicable statute, case law, guidance, and Federal Trade Commission (FTC) Opinions.
- 1.7 RECALLS.** If requested to do so in writing by Distributor, Hospital will cooperate fully with Distributor in recalling or returning any Product that Distributor believes should not be sold or used. Hospital will maintain complete and accurate records of all Products used by it in order to facilitate compliance with this section. To the extent allowed by law, regulation, and ethical requirements, Hospital will comply with Distributor's reasonable written instructions concerning communications with the public regarding the procedures to be observed during a recall return of any Product.

ARTICLE II

PRICES AND PAYMENT

- 2.1 PAYMENT TERMS.** Distributor's invoices for Product ("Invoice(s)") shall be due and payable Net [REDACTED] except for the Spinraza medication which shall be due and payable Net [REDACTED], by Hospital from the date on the Invoice. Invoices for Products shall reflect the payment terms and dating set forth under this Agreement as outlined in Exhibit A, including the actual calendar date of payment expected for each invoice. All terms are based on cash repayment. Hospital's allocated budget for this Agreement is **\$800,000.00 per year**.

Hospital has sixty (60) days from the date of receipt of Invoice to provide notice of dispute of the Invoice to Distributor. Failure to give such timely notice of dispute shall be deemed a waiver of Hospital's right to dispute such invoice.

- 2.2 PRICE.** As of the Effective Date, Hospital shall be permitted to purchase Products in accordance with the terms of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to limit Distributor from charging reasonable shipping fees as outlined in Exhibit C.

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Prices are exclusive of federal, state and local sales, use, excise or similar taxes applicable to the sale, shipment, delivery, ownership, possession or resale of Products or any other activities contemplated under this Agreement, and Hospital shall be liable for and pay all such applicable taxes, whether or not listed on Distributor's invoices, unless Hospital provides Distributor with a tax exemption certificate acceptable to the appropriate taxing authorities. Hospital shall reimburse Distributor in full for any and all applicable taxes which are paid by Distributor for which Hospital is responsible under this Agreement.

ARTICLE III

TERM AND TERMINATION

- 3.1 TERM.** Unless and until this Agreement is terminated as provided for herein, this Agreement shall have an initial term of three (3) years commencing on the Effective Date. Following the initial term, this Agreement shall be renewed automatically for an additional two (2)-year term unless either Party shall have given the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the initial term.
- 3.2 TERMINATION.** This Agreement is made in good faith based on the assumption that early termination shall not be required. Notwithstanding the foregoing, early termination shall be permissible as follows:
- (a) By either Party with ninety (90) days' written notice for any reason. In such event, invoices owed to Distributor shall be made payable within [REDACTED] days of the termination date or when due, whichever is earlier.
 - (b) Immediately by either Party if such Party provided written notice detailing a material breach of this Agreement and the breaching Party failed to cure the breach within thirty (30) days of the date of the notice. In such event, invoices owed to Distributor shall be made payable within [REDACTED] days of the termination date or when due, whichever is earlier.
 - (c) Immediately with written notice, by either Party, in the event that:
 - (i) the other Party shall file any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any other law or laws for the relief of or in relation to the relief of debtors;
 - (ii) there shall be filed against the other Party any involuntary petition under any bankruptcy statute or a receiver or trustee shall be appointed to take possession of all or a substantial part of the assets of the Party that has not been dismissed or terminated within sixty (60) days of the date of such filing or appointment;
 - (iii) the other Party shall make a general assignment for the benefit of creditors or shall become unable, or admit in writing its inability, to meet its obligations as they mature;
 - (iv) the other Party shall institute any proceedings for liquidation or the winding up of its business other than for purposes of reorganization, consolidation, or merger;
 - (v) the other Party's financial condition shall become such as to endanger completion of its performance in accordance with the terms and conditions of this Agreement; or
 - (vi) the other Party is unable to perform its duties for a period of thirty (30) days.
 - (d) Immediately upon notification by either Party if the terms of this Agreement are determined by either Party in good faith to be inconsistent with any applicable laws, statutes, regulations, and

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rules (and reasonable interpretations thereof and guidance related thereto) (collectively “Applicable Law” or “Applicable Laws”), or upon a change in law pursuant to Section 7.12.

- (e) Distributor, in its sole discretion, may immediately suspend the Hospital’s ability to purchase Products and receive data reports and other services from Distributor at any time should Hospital fail to conform to any of the below requirements:
 - (i) Hospital exceeded its current credit limit;
 - (ii) Hospital has materially breached the payment terms of the credit agreement with Distributor, or Hospital fails to (a) respond to a request for or (b) provide sufficient financial information within fifteen (15) days upon Distributor’s reasonable request for the same. Financial information that Distributor may reasonably request is listed in the terms and conditions of Hospital’s credit application with Distributor; or
 - (iii) Hospital continues to owe outstanding invoices that are fifteen (15) or more days past due after Net ■■■ (or after Net ■■■ for the Spinraza medication).
- (f) Hospital in accordance with Section 7.20 hereof.

ARTICLE IV

CONFIDENTIALITY AND DATA

- 4.1 CONFIDENTIALITY.** To the extent permitted by Applicable Law, each Party shall take all reasonable actions and do all things reasonably necessary to ensure that any information contained in this Agreement, as well as any information that is disclosed by one Party (“Disclosing Party”) to the other (“Receiving Party”) under this Agreement (in any case, “Confidential Information”) shall not be disclosed or used for purposes outside this Agreement. The foregoing prohibition shall not apply to disclosures: (a) to the Receiving Party’s attorney or accountant; (b) made pursuant to a request from a legal or regulatory authority; (c) by the Receiving Party to its Affiliate, as defined below (provided such Affiliate is subject to confidentiality restrictions at least as stringent as set forth herein), and for the purpose of this section “Affiliate” shall mean an entity in which the Receiving Party maintains an ownership position or an entity under common ownership or control with the Receiving Party; or (d) that are required pursuant to a court order or by Applicable Law. The foregoing prohibition shall not apply to information that: (i) a Party can show it knew prior to disclosure without obligation of confidentiality; (ii) is or becomes public knowledge through no fault of said Party; or (iii) is lawfully disclosed by a third party under no obligation of confidentiality. This Section 4.1 shall survive any termination of this Agreement for a period of five (5) years thereafter. Except to the extent Disclosing Party’s Confidential Information is incorporated into Receiving Party’s business records, which will be maintained in confidence and destroyed in accordance with Receiving Party’s record retention policy, each Party shall either return to the other Party, or destroy, all Confidential Information received hereunder upon the expiration or termination of this Agreement, and such Party will certify its compliance with such requirements upon written request by the other, except that each Party may retain one (1) copy of such Confidential Information in order to satisfy any future legal obligations it may have, and nothing in this paragraph shall require the alteration, deletion, destruction or modification of routine back-up tapes or back-up media. Notwithstanding anything to the contrary contained herein, if reasonably necessary, Distributor shall be permitted to disclose to potential and existing customers of Distributor (and any potential purchaser of Distributor) the general terms of this Agreement. Notwithstanding anything to the contrary contained herein, Distributor acknowledges that Hospital is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time (the “Act”), and

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as such its records are public documents available to copying and inspection by the public solely as may be required by the Act. If Hospital receives a demand for the disclosure of this Agreement, any information contained in this or any other Confidential Information of Distributor pursuant to Applicable Law, court order, or a request from a legal or regulatory authority, Hospital will immediately notify Distributor of such demand and Distributor shall have up to five (5) business days to notify Hospital of its intention to seek injunctive relief or other protective measures or remedies as soon as reasonably practicable. In the absence of a court order or notification from Distributor, the requested information will be released with no further liability by Hospital; provided that, in the case of a request by a member of the public to inspect this Agreement pursuant to the Act, Hospital agrees to first redact this Agreement in a manner acceptable to Distributor. Without limiting the foregoing, Hospital agrees to use reasonable efforts to cooperate with Distributor, at Distributor's expense, in connection with Distributor's efforts to prevent disclosure or seek confidential treatment or any other remedy respecting such requested or required disclosure of Confidential Information, and Hospital shall not oppose any such efforts by Distributor. If such remedy or treatment is not obtained, Hospital shall only disclose the minimum amount of information necessary in order to comply with Applicable Law. For the avoidance of any doubt, Distributor hereby acknowledges that this Agreement will be provided to Hospital's governing body for approval; provided that Hospital's governing body shall continue to treat this Agreement as confidential in accordance with the terms hereof. To the extent any public posting of this Agreement (or provision of this Agreement to members of the public present at an approval meeting) is required by the Act, then Hospital shall cooperate with Distributor in redacting such portions of this Agreement acceptable to Distributor and only such redacted version of this Agreement shall be available to the public. Notwithstanding clause (ii) above to the contrary, in no event shall any public posting or provision of this redacted Agreement to members of the public upon request serve to exempt or relieve Hospital from its obligations of confidentiality hereunder with respect to this Agreement or the information contained herein.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 STATUTORY AND REGULATORY COMPLIANCE. Distributor and Hospital shall comply with all Applicable Laws governing their activities related to this Agreement, including without limitation, laws related to fraud and abuse, false claims, provision of samples, and prohibition on kickbacks. Without limiting the generality of the foregoing, the Parties further agree as follows:

- (a) *Discounts/Rebates.* Although Distributor does not submit claims or requests for payment to Medicare or Medicaid, the Parties have structured any discounts and rebates under this Agreement in a manner consistent with the applicable characteristics of the statutory discount exception (42 U.S.C. § 1320a-7b(b)(3)(A)) and the discount safe harbor (42 C.F.R. § 1001.952(h)). The terms pursuant to which any discount or rebate will be paid are fixed and are set forth in this Agreement and the attached Exhibits. This Agreement is not dependent on, and does not operate in conjunction with, either explicitly or implicitly, any other arrangement or agreement between Hospital and Distributor or either Party's Affiliates. Neither Hospital nor Distributor are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or a state healthcare programs or engaging in any other illegal inducement specified in the Anti-Kickback Statute. Hospital represents and warrants that: (i) it will refrain from doing anything that would impede Distributor from meeting any reporting obligations Distributor may have under Applicable Law; (ii) no discount/rebate paid pursuant to this Agreement is intended in any way as a

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discount related to a drug formulary or drug formulary activities and no discount/rebate has been negotiated or discussed between the Parties in connection with any such drug formulary or formulary activities; and (iii) Hospital is aware of and will comply with its obligations to accurately report any discounts or other information that must be disclosed under Applicable Law, for each Product for which a discount or rebate has been paid under this Agreement. To the extent required under Applicable Law, Distributor will report the discounts/rebates to appropriate Federal health care programs, and will, upon the request of a governmental agency, including the Secretary of Health and Human Services or a state healthcare agency, disclose information regarding the discounts/rebates to the requesting agency.

- 5.2 FEDERAL PROGRAMS.** Both Parties represent, warrant, and certify that neither it nor any of its principals were or are debarred, suspended, proposed for debarment, otherwise determined to be ineligible to participate in Federal health care programs (as that term is defined in 42 U.S.C. §1320a-7b(f)), convicted of a criminal offense related to the provision of health care items or services, or currently the subject of any Office of Inspector General investigation (collectively, an “Adverse Enforcement Action”). The affected Party shall notify immediately the other Party if it or any of its principals become the subject of an Adverse Enforcement Action.
- 5.3 AUTHORIZATION.** Hospital represents and warrants that it is duly authorized to purchase Product. Further, Hospital represents and warrants that it is solely liable for payment of all Product purchased under this Agreement.
- 5.4 CHARGEBACKS.** If applicable, in consideration for Distributor allowing Hospital to purchase certain Products at discount prices from manufacturers which differ from those listed herein (“Contract Prices”), Hospital represents that Distributor will be paid by the appropriate manufacturer the difference between Distributor’s acquisition price and the Contract Price (hereinafter referred to as “Chargeback”). Distributor will accept Chargebacks in accordance with Distributor’s Chargeback policy. Hospital agrees and acknowledges that it will be liable to Distributor for any unpaid Chargebacks if any manufacturer (i) denies a Chargeback for any reason; (ii) makes an assignment for the benefit of creditors, files a petition for bankruptcy, or if a receiver or trustee is appointed with respect to a substantial part of the manufacturer’s property or a proceeding has begun which will substantially impair the manufacturer’s ability to pay the Chargeback; or (iii) fails to pay Distributor Chargebacks for any reason other than Distributor’s negligence or failure to comply with the manufacturer requirements associated with such Chargeback. In the event Distributor’s Chargeback for pricing invoiced to Hospital by Distributor is rejected by the manufacturer as either an incorrect price or an ineligible Eligible Facility, such invoices will be credited and rebilled at the correct price per the manufacturer, and Hospital shall remit payment for the rebilled invoices.

ARTICLE VI

INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE

6.1 INDEMNIFICATION.

- (a) *Distributor Indemnification.* Distributor will indemnify and hold Hospital and its affiliates, officers, directors, agents and employees harmless from and against any loss, cost, damage, expense, or other liability, including, without limitation, reasonable costs and attorney fees (collectively, “Damages”) incurred in connection with any and all actual or threatened third party claims, suits, investigations, enforcement actions, or any other judicial or quasi-judicial proceeding (“Claims”) arising out of (i) Distributor’s negligent acts, omissions, willful

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misconduct, or violation of Applicable Law; or (ii) Distributor's breach of this Agreement. Distributor shall have no obligation to indemnify Hospital in connection with any Claims caused by or based upon the negligence or intentional misconduct of Hospital or Hospital's breach of this Agreement or Hospital's violation of Applicable Law.

- (b) *Hospital Indemnification.* To the extent expressly authorized by Nevada law, Hospital will indemnify, defend and hold Distributor and its affiliates, officers, directors, agents and employees harmless from and against any Damages incurred in connection with any and all Claims arising out of (i) Hospital's or Hospital's directors, officers, employees and agents negligent acts, omissions, willful misconduct, or violation of Applicable Law; or (ii) Hospital's or Hospital's directors, officers, employees and agents breach of this Agreement. Hospital shall have no obligation to indemnify Distributor in connection with any Claims to the extent such claims are caused by or based upon the negligence or intentional misconduct of Distributor or Distributor's breach of this Agreement or Distributor's violation of Applicable Law.
- (c) *Notification.* As a condition of indemnification, the Party seeking indemnification shall notify, to the extent possible under Applicable Law, the indemnifying Party in writing promptly upon learning of any Claim for which indemnification may be sought hereunder. The indemnifying Party shall have a right to participate in the defense of such Claim, and the Parties will cooperate in good faith in such defense. No Party shall have an obligation to indemnify the other Party as described herein with respect to any Claim settled without the mutual written consent of both Parties, which consent shall not be unreasonably withheld.

6.2 LIMITATION OF LIABILITY. With the exception of each Party's confidentiality and indemnification obligations herein, in no event shall either Party be liable to the other under this Agreement for any special, incidental, indirect, exemplary, or consequential damages, whether based on breach of contract, warranty, tort (including negligence), lost profits or savings, punitive damages, injury to reputation, loss of customers or business, product liability, or otherwise, regardless of whether such Party has been advised of the possibility of such damage. The Parties acknowledge and agree that the foregoing limitations of liability are a condition and material consideration for their entry into this Agreement.

6.3 INSURANCE. Distributor and Hospital shall maintain such policies of general liability, professional liability, and other insurance of the types and in amounts customarily carried by their respective businesses. Notwithstanding the foregoing, each Party shall, at a minimum, maintain throughout the term of this Agreement commercial products liability coverage, in an amount no less than [REDACTED] dollars (\$[REDACTED]).

In the event that any of the above-described insurance policies are written on a claims-made basis, then such policy or policies shall be maintained during the entire period of this Agreement and for a period of no less than three (3) years following the termination or expiration of this Agreement. Each Party represents and warrants that any retroactive date under such policies shall precede the Effective Date of this Agreement. The above-described insurance policies will be issued by insurance carriers with a minimum A.M. Best rating of A- VIII (or the substantial equivalent rating provided by Fitch, Standard & Poor's or Moody's) at the time of each policy inception and such insurance carriers shall be lawfully authorized to do business in the jurisdiction(s) in which the services are rendered. Each Party shall provide the other with reasonable proof of insurance upon written request. Distributor understands that Hospital has a funded program on self-insurance and is acceptable in lieu of commercial insurance.

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ARTICLE VII
GENERAL TERMS

- 7.1 RESERVATION OF RIGHTS.** Each Party reserves all right, title, and interest in and to its patents, copyrights, trade secrets, know-how, and other intellectual property used, disclosed, or made available under or in connection with this Agreement. All rights and licenses to intellectual property not granted by a Party to the other Party under this Agreement are reserved by the first Party and its suppliers.
- 7.2 INTELLECTUAL PROPERTY.** Each Party reserves all right, title, and interest in and to its company, product, and service names, logos, brands, trademarks, service marks, trade dress, and other proprietary designations (collectively, "Marks"). All use of a Party's Marks is and shall remain subject to such Party's reasonable quality control and brand usage guidelines. All goodwill arising from use of a Party's Marks shall inure exclusively to such Party's benefit.
- 7.3 NOTICE.** Any notice, demand, request, consent, or approval required or permitted hereunder shall be in writing and shall be delivered: (a) personally; (b) by certified mail, return receipt requested, postage prepaid; or (c) by overnight courier by a nationally recognized courier service, to the address indicated below or to such other address as may be designated in writing by each Party from time to time.

If to Hospital:

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

With a copy to:

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

If to Distributor:

Express Scripts, Inc.
c/o Priority Healthcare Distribution, Inc.
One Express Way
St. Louis, MO 63121
Attn: Legal Department

With a copy to:

Priority Healthcare Distribution, Inc.
255 Technology Park Drive
Lake Mary, FL 32746
Attn: General Manager
Email: CSDcustomercontracting@express-scripts.com

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All such communications shall be deemed to have been received by the intended recipient: (i) on the day actually received if delivered personally; (ii) five (5) business days following deposit in the United States Mail if sent by certified mail; or (iii) on the next business day if sent by overnight courier.

- 7.4 SEVERABILITY.** In the event any portion of this Agreement not material to the remaining portions hereof shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect. Subject to the written consent of both Parties, such consent not to be unreasonably withheld, if any of the terms or provisions of this Agreement are in conflict with any Applicable Laws, then such terms or provisions shall be deemed inoperative to the extent that they may conflict with such Applicable Laws and shall be renegotiated for the sole purpose of rectifying the error to conform to such Applicable Laws.

7.5 AUDIT.



- 7.6 ENTIRE AGREEMENT.** With regard to the issues addressed herein, this Agreement and the Exhibits attached hereto contain the entire agreement and understanding of the Parties, and supersede any and all prior agreements and understandings regarding the same subject matter.
- 7.7 AMENDMENT.** No amendment, modification, revision, representation, warranty, promise or waiver of or to this Agreement shall be effective unless the same shall be in writing and signed by both Parties. Notwithstanding the foregoing Exhibit B (Returned Goods Policy) and Exhibit C (Shipping Policy) may be modified with a written notification from Distributor to Hospital. Upon the effective date of the change, the Exhibit(s) will be deemed amended to reflect such change.
- 7.8 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, including but not limited to electronic signature, all of which together shall constitute one and the same instrument.
- 7.9 ASSIGNMENT.** Neither Party may assign this Agreement without at least ninety (90) days' prior written notice of such assignment to the other Party, and the written consent of the other Party; provided, however, with advance written notice to Hospital, Distributor may assign this Agreement to any entity that, directly or indirectly, wholly owns or controls Distributor or any affiliate that is, directly or indirectly, wholly owned or controlled by any entity that, directly or indirectly, wholly

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owns or controls Distributor without written consent of Hospital. Any attempt by either Party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party shall be null and void and shall entitle the other Party, at its sole and exclusive option, to immediately terminate this Agreement in its entirety.

- 7.10 DELEGATION OF RESPONSIBILITIES.** Distributor may engage a third party to conduct certain administrative functions on its behalf and may subcontract portions of certain limited functions and responsibilities of this Agreement, including, but not limited to, data compilation and reporting services, financial accounting and processing services, or any other function relating to any of Distributor's obligations set forth herein. Hospital agrees to cooperate with Distributor's reasonable requests relating to Distributor's engagement of any such third party. Such third party must perform in a manner conforming to this Agreement and will be bound by confidentiality restrictions no less restrictive than are set forth in this Agreement. Distributor shall retain full responsibility and liability for the performance of any subcontracted service.
- 7.11 FORCE MAJEURE.** Notwithstanding anything to the contrary herein, neither Party shall be liable in any manner for any delay to perform its obligations under this Agreement where the cause of such delay is beyond a Party's reasonable control, including, without limitation, any delay or failure due to strikes, labor disputes, riots, earthquakes, storms, hurricanes, floods or other extreme weather conditions, fires, explosions, acts of God, embargoes, war or other outbreak of hostilities, government acts or regulations, or the failure or inability of carriers, suppliers, delivery services, or telecommunications providers to provide services necessary to enable a Party to perform its obligations hereunder. In such event, the Parties agree to use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the Party's failure to perform, provided, however, if performance is not restored within thirty (30) calendar days, either Party may terminate this Agreement pursuant to Section 3.2(c)(vi).
- 7.12 CHANGE IN LAW.** If, subsequent to the Effective Date (a) there is a change to any existing Applicable Laws; (b) any Applicable Law is promulgated, enacted, enforced, or otherwise applied; or (c) any decree, order, judgment, or permanent injunction is entered or enforced by any court of competent jurisdiction or any other government agency relating to the terms of this Agreement, which in the good faith opinion of Hospital or Distributor adversely and materially affects or will adversely and materially affect its business by reason of the terms of this Agreement, the affected Party shall notify the other Party in writing and the Parties will promptly negotiate alternative terms that would not adversely and materially affect the affected Party's business, and that would, subject to Applicable Law, provide reasonably equivalent benefits to both Parties as the modified or deleted terms. If the Parties do not so reach a mutually satisfactory agreement within thirty (30) days after notice from the affected Party, the relevant adverse terms may be terminated or, if the relevant adverse terms are material to the overall Agreement, this Agreement may be terminated pursuant to Section 3.2(d).
- 7.13 WAIVER.** No waiver of any term of this Agreement shall be valid unless waived in writing and signed by the Party against whom the waiver is sought. The failure of either Party to require performance by the other Party of any provision of this Agreement shall not affect, in any way, the right to require such performance at any time thereafter.
- 7.14 INDEPENDENT CONTRACTORS.** Nothing in this Agreement is intended to create any relationship between Distributor and Hospital other than as independent contractors and neither Party, nor any of their employees, staff, agents, officers, or directors shall be construed to be the agent, fiduciary, employee, or representative of the other.

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- 7.15 NON-EXCLUSIVITY.** The Parties acknowledge that Distributor has agreements with multiple entities, including group purchasing organizations and other management service entities, and that nothing herein shall limit Distributor’s ability to contract with such other entities.
- 7.16 CHOICE OF LAW AND VENUE.** Intentionally omitted.
- 7.17 SURVIVAL.** The confidentiality and indemnification obligations described in this Agreement shall survive the termination of this Agreement as set forth in the applicable provision. These ongoing obligations shall be binding upon both Parties regardless of the reason for the termination of this Agreement.
- 7.18 THIRD PARTY BENEFICIARIES.** This Agreement is not a third party beneficiary contract, and, therefore, there are no third party beneficiaries to this Agreement.
- 7.19 PUBLICITY.** Neither Hospital nor Distributor shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other Party or its facilities with respect to this Agreement without the prior written consent of the other Party.
- 7.20 BUDGET ACT AND FISCAL FUND OUT.** Hospital acknowledges that it is subject to Nevada Revised Statutes 354.626, and may need to terminate this Agreement at the end of any of Hospital’s fiscal years in which Hospital’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, Hospital shall provide at least ninety (90) days advance written notice to Distributor prior to such termination, wherein this Agreement will then expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the termination date. Invoices owed to Distributor shall be made payable within [REDACTED] days of the termination date or when due, whichever is earlier.

IN WITNESS WHEREOF, the undersigned, duly authorized, has executed this Agreement, effective as of the Effective Date.

PRIORITY HEALTHCARE DISTRIBUTION, INC. D/B/A CURAScript SD SPECIALTY DISTRIBUTION	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
DocuSigned by: By: <u>William A. Shirey</u> DB3B4C223676466...	By: _____
Print Name: <u>william A. shirey</u>	Print Name: _____
Title: <u>President</u>	Title: _____
Date: <u>04/24/2024 10:21 AM CDT</u>	Date: _____

RPM for SAB 4.24.24

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EXHIBIT A
PRODUCTS

[The information in this Exhibit is confidential in nature]

* Product price is determined by the manufacturer's list price, and may be updated from time to time. Distributor will take reasonable commercial measures to notify Hospital in writing in advance of any updates to the Product price.

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EXHIBIT B
RETURNED GOODS POLICY

[The information in this Exhibit is confidential in nature]

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EXHIBIT C
SHIPPING POLICY

[The information in this Exhibit is confidential in nature]

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: N/A						
Corporate/Business Entity Name: Priority Healthcare Distribution, Inc., doing business as CuraScript SD Specialty Distribution, a Florida corporation						
(Include d.b.a., if applicable)						
Street Address:		255 Technology Park		Website: www.curascriptsd.com		
City, State and Zip Code:		Lake Mary, Florida 32746		POC Name: Jesus Garcia Email: JMGarcia@curascript.com		
Telephone No:		877.599.7748		Fax No: 844.720.5869		
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)
William A. Shirey	President	
Jeremy Schmucker	Sales Managing Director	
Kristina Daiker	Operations Managing Director	

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

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

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

 Signature	Timothy L Hall Print Name
Accounting Director	April 9, 2024
Title	Date

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

Issue:	Contract Closing Reconciliation with Sound Physicians of Nevada II	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 Contract Closing Reconciliation with RABessler, M.D. P.C. d/b/a Sound Physicians of Nevada II; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.0000
Fund Center: 30007230000
Description: Closing Reconciliation
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: N/A
Amount: \$966,250.00
Out Clause: N/A

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

BACKGROUND:

On February 24, 2021, UMC and RABessler, M.D. P.C. d/b/a Sound Physicians of Nevada II (“Provider”) entered into a Professional Services Agreement (“Agreement”) for hospitalist clinical services. On September 27, 2023, UMC issued a Notice of Non-Renewal of the Agreement with a termination date of February 29, 2024; however, the parties subsequently mutually agreed to extend the Agreement termination date through July 1, 2024. Under the Agreement, UMC is subject to a no-hire provision of any Member Physician and/or Allied Health Provider and may engage the services of a member of Sound personnel upon payment of the sum of \$75,000 per Member Physician, \$50,000 per Allied Health Provider or one half (1/2) of the annual salary of any other Sound personnel, at which time Sound shall release such individual from any restrictive covenant with Sound.

This request is to approve the Contract Closing Reconciliation which closes out the amounts due under Agreement which will result in a payment by UMC to Provider in the amount of \$966,250.00.

UMC’s Executive Director of Post-Acute Care Services has reviewed and recommends approval of this Reconciliation, which has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda
May 22, 2024

Agenda Item #

18

CONTRACT CLOSING RECONCILIATION

Pursuant to section 7.28 of the Professional Services Agreement (Clinical Services) dated February 24, 2021 (the “**Agreement**”) between University Medical Center of Southern Nevada (“**UMC**”) and Sound Physicians of Nevada II (“**Sound**”), by signing below, UMC and Sound acknowledge and agree as follows:

1. Sound has been contracted by UMC to provide clinical services in the specialty of hospitalist services in internal and family medicine pursuant to the Agreement.
2. On September 27, 2023, UMC issued a Notice of Non-Renewal of the Agreement with a termination date of February 29, 2024; however, the parties subsequently mutually agreed to extend the Agreement termination date through July 1, 2024 at 8:00 a.m.
3. Pursuant to section 7.28 in the Agreement, UMC is subject to a no-hire provision of any Member Physician and/or Allied Health Provider and is entitled to engage the services of a member of Sound personnel upon payment of the sum of \$75,000 per Member Physician, \$50,000 per Allied Health Provider or one half (1/2) of the annual salary of any other Sound personnel, at which time Sound shall release such individual from any restrictive covenant with Sound.
4. UMC estimates that upon the Agreement termination date, UMC’s total payment to Sound will be \$966,250 for release of the Member Physicians attached hereto as **Exhibit 1**. Such amount will be paid by UMC to Sound within thirty (30) days of the latest date this Reconciliation is executed. Upon payment by UMC, no other funds shall be due and owing.
5. This Reconciliation will be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of law principles.
6. This Reconciliation may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. This Reconciliation includes all attached appendixes, schedules, or exhibits and constitutes the entire agreement between UMC and Sound relating to the release of Sound Member Physicians and Allied Health Providers from hiring restrictive covenants and supersedes all prior or contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

BY:

BY:

University Medical Center of Southern
Nevada:

Sound Physicians of Nevada II:

Mason Van Houweling
Chief Executive Officer

Dated: _____

Dated: _____

EXHIBIT 1

A COMPLETE COPY OF THIS AGREEMENT IS ON FILE AT UMC LEGAL DEPARTMENT AT 1800
WEST CHARLESTON BLVD., LAS VEGAS, NV 89102

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 25						
Corporate/Business Entity Name:		RABessler, M.D., P.C. dba Sound Physicians of Nevada II				
(Include d.b.a., if applicable)						
Street Address:		1498 Pacific Ave., Suite 400		Website: www.soundphysicians.com		
City, State and Zip Code:		Tacoma, WA 98402		POC Name: General Counsel		
				Email: generalcounsel@soundphysicians.com		
Telephone No:		615.377.1679		Fax No: 615.377.1679		
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)
Robert A. Bessler, M.D.	Sole Member	100%

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

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

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

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

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

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

Nicholas R. Cook, Esq.

Signature
Deputy General Counsel and Assistant Secretary

Print Name
February 10, 2021

Title

Date

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

Issue:	Ninth Amendment to Preliminary Affiliation Agreement with UNLV and the UNLV School of Medicine	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 Ninth Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000824000	Funded Pgm/Grant: N/A
Description: Residency and Academic Mission Support for Academic Year 2024 - 2025	
Bid/RFP/CBE: N/A	
Term: Amendment 9 – Academic Year 2024 - 2025	
Amount:	
<u>Academic Year 2024 - 2025</u>	
Academic Mission Support	NTE \$ 4,000,000.00
Resident Salaries	NTE \$16,195,741.00

NTE Total	NTE \$20,195,741.00

Out Clause: Terminates early upon execution of an Academic Health Center Master Affiliation Agreement

BACKGROUND:

On May 25, 2016, the Governing Board approved the Preliminary Affiliation Agreement (“Agreement”) with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (“UNLV School of Medicine”) under which both parties agreed to work together to set the framework for the creation of a premier academic health center that integrates the expertise of UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

Cleared for Agenda
May 22, 2024

Agenda Item #

19

This Ninth Amendment requests to amend Section 6 on requirements for resident salary reimbursement to set the Resident Salaries and Academic Mission Support for Academic Year 2024 - 2025.

The parties are authorized to enter into this Agreement pursuant to Article 11, Section 4 of the Constitution of the State of Nevada; Chapters 396, 450 and 277 of the Nevada Revised Statutes; and certain other inherent, express, and necessarily implied powers and authority.

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

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

NINTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS NINTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this “Ninth **Amendment**”), is entered into by and between the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (“**UNLV**”) (hereinafter referred to as “**UNLV School of Medicine**”) and the University Medical Center of Southern Nevada (“**UMC**”) with the intent it be effective on July 1, 2024.

WITNESSETH

WHEREAS, the parties entered into that certain Preliminary Affiliation Agreement, dated June 21, 2016 setting forth the framework for the creation of a premier academic health center that integrates the expertise of the UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

WHEREAS, the parties executed that certain First Amendment to the Preliminary Affiliation Agreement, dated on or about December 14, 2016, for the purpose of amending Section 13.2 of the Preliminary Affiliation Agreement.

WHEREAS, the parties executed that certain Second Amendment to the Preliminary Affiliation Agreement, dated on or about June 30, 2017, for the purpose of amending Section 3.1 (Master Affiliation Agreement for GME), Section 6 (Professional Services and Academic Support) and adding Section 15 (Electronic Health Records) to the Preliminary Affiliation Agreement.

WHEREAS, the parties subsequently executed that certain Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, and Ninth Amendment to the Preliminary Affiliation Agreement to amend Schedule 1 of the Agreement for resident salaries and mission support.

WHEREAS, the UNLV School of Medicine and UMC desire to amend Schedule 1 to the Preliminary Affiliation Agreement in order to set forth UMC’s funding of resident salaries and its academic mission support for Academic Year 2024-2025.

WHEREAS, capitalized terms not defined herein have the meanings given to such terms in the Preliminary Affiliation Agreement.

NOW, THEREFORE, NSHE, UNLV, UNLV School of Medicine and UMC agree that the Preliminary Affiliation Agreement is amended as follows:

1. Schedule 1

In accordance with Section 6 of the Preliminary Affiliation Agreement, Schedule 1 is hereby amended and replaced with a new Schedule 1, attached hereto, for Academic Year 2024-2025.

2. No Further Modifications

Except as modified in this Ninth Amendment, all other terms and conditions of the Preliminary Affiliation Agreement, as amended, shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Preliminary Affiliation Agreement and the terms of this Ninth Amendment, the terms of this Ninth Amendment shall prevail. This Ninth 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 Ninth Amendment on dates set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

Date: _____

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas**

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

Date: _____

By: _____
Keith E. Whitfield
President, University of Nevada, Las Vegas

Date: _____

Approved as to Legal Form:

By: _____
Elda Luna Sidhu
General Counsel, University of Nevada, Las Vegas

Date: _____

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2024-25

In furtherance of the common mission of the academic health center, UMC has agreed to provide academic mission support to UNLV School of Medicine, its primary and preferred medical education affiliate, for the purpose of ongoing joint efforts in the areas of teaching, research and/or community service.

ACADEMIC MISSION SUPPORT: Not-to-Exceed \$4,000,000.00

For the purpose of joint efforts in the areas of **teaching**, Academic Mission Support will be calculated as follows:

“Monthly Invoiced FTE Resident Count” multiplied by “Average Monthly Resident Salary Support per FTE” multiplied by 22.5% (twenty-two and one-half percent)

EXAMPLE: $170.17 \times \$6,800 \times .225 = \$260,360.10$

For purposes for calculating the Academic Mission Support for resident teaching support the following defined terms apply:

“Monthly Invoiced FTE Resident Count” means the resident FTE amount as set forth by UNLV SOM on the approved submitted monthly invoice **excluding** any FTE count for the programs highlighted in the Resident Compensation Chart below whereby the resident teaching is provided by UMC employed physicians pursuant to the employed physician’s contractual employment arrangement with UMC.

“Average Monthly Resident Salary Support per FTE” means the average of all salary, fringe and malpractice costs divided by the not-to-exceed total on the program chart below (i.e., 204.72). For Academic Year 2024-25 the Average Monthly Resident Salary Support per FTE is \$6,800.00.

For the purpose of joint efforts in the areas of **research and/or community outreach**, the parties may fund projects with any remaining Academic Mission Support in excess of the teaching support, up to the total Academic Mission Support set forth above (i.e., NTE \$4,000,000). Mutually agreeable joint research or community outreach projects utilizing said Academic Mission Support must be memorialized in a signed writing with terms consistent of this Agreement.

Academic Mission Support will be paid within thirty days of approved resident salary invoice.

[RESIDENT COMPENSATION CHART TO FOLLOW ON NEXT PAGE]

RESIDENT COMPENSATION FOR THE 2024-2025 ACADEMIC YEAR:

Resident Salaries (inclusive of benefits): Not to exceed \$16,195,741 (amounts will be paid monthly upon receipt of an invoice in accordance with Section 6.1(c) and the table reflecting the applicable resident FTEs below.)

Programs	PGY 1	PGY 2	PGY 3	PGY 4	PGY 5	PGY 6	FTE Totals:
Cardiology	-	-	-	1.87	1.83	2.3	6.00
Child & Adolescent Psychiatry	-	-	-	0.63	-	-	0.63
Emergency Medicine	6.50	5.50	6.00	-	-	-	18.00
Endocrinology	-	-	-	0.93	1.06	-	1.99
Family Medicine	5.00	4.00	4.00	-	-	-	13.00
Family Medicine Rural	2.00	0.08	0.34	-	-	-	2.42
Gastroenterology	-	-	-	0.99	1.06	1.07	3.12
General Surgery	4.00	3.34	2.34	2.49	3.00	-	15.17
Geriatric Medicine	-	-	-	0.46	-	-	0.46
Internal Medicine	21.44	20.34	15.08	-	-	-	56.86
OB/GYN	3.5	2.72	2.99	2.82	-	-	12.03
Orthopaedic Surgery	3.56	3.44	3.00	2.90	3.40	-	16.30
Otolaryngology	1.00	2.00	1.00	2	1.00	-	7.00
Pediatrics	5.33	3.99	5.09		-	-	14.41
Pediatric Emergency Medicine	-	-	-	1.85	1.88	2.73	6.46
Plastic Surgery	1.00	1.00	1.00	1.00	1.00	1.00	6.00
Psychiatry	5.00	4.16	-	1.50	-	-	10.66
Pulmonary Critical Care/Critical Care Medicine	-	-	-	1.53	1.19	2.24	4.96
Critical Care Medicine	-	-	-	2.00	3.00	-	5.00
Surgical Critical Care	-	-	-	-	-	4.00	4.00

204.47

In addition to the time spent at UMC and other rotations set forth in the Master Affiliation Agreement for Graduate Medical Education, the above FTE amounts may include approved out-of-state elective rotations for educational experiences not currently available in the local area that enhance the GME educational program in accordance with the terms of the Preliminary Affiliation 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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
May 22, 2024

Agenda Item #

20